

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, JANUARY 10, 2018
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Discussion with Dan Pennella, Village Engineer

Board of Trustees Concerns

Open Session

1. Water Demand Management Plan
2. Water Meters
3. Garbage Collection Schedule and Village Code Changes
4. IMA – Route 100C 30" Water Main Relocation Project
5. Cleaning Contract
6. Virtual Town Hall Website Upgrade
7. IMA – Sustainable Westchester
8. Home Rule Request for Expanding Residential On-Street Parking
9. Fire Department Membership Changes

Executive Session

1A. Personnel Matter

VILLAGE OF TARRYTOWN

INTERNAL MEMORANDUM

To: Mayor Fixell and the Board of Trustees

From: Richard Slingerland, Village Administrator

Date: October 18, 2017

Subject: Water Demand Management Plan

This has been discussed with New York City and will be reviewed at the Board's November 1st work session.

I wanted to provide this to you in advance so you would have an opportunity to review the information.

Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, October 17, 2017 2:49 PM
To: Kathy Deufemia
Subject: DEP program for next Work Session
Attachments: NYCDEP_Generic_IGA.docx; Tarrytown Water Demand Management Plan vC.doc

Richard Slingerland
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From: Behnke, Gina N. [<mailto:GShcherbenko@dep.nyc.gov>]
Sent: Tuesday, October 17, 2017 2:09 PM
To: Dan Pennella <DPennella@tarrytowngov.com>; Morey, Erin <EMorey@dep.nyc.gov>; Richardson, Bill <BRichardson@dep.nyc.gov>; Peter Mayer (peter.mayer@waterdm.com) <peter.mayer@waterdm.com>
Cc: Howard Wessells <hwessells@tarrytowngov.com>; Richard Slingerland <rslingerland@tarrytowngov.com>
Subject: Meeting Follow-up

All,

Thank you very much for participating in our discussion today!

Dan – Please find attached the Generic IGA and our most recent Draft Demand Management Plan. If you would like any further guidance on what measures you are considering, please reach out to me with whatever questions you have, and I will forward your question on to the appropriate person. Once you decide what measure(s) you would like to implement, Peter will request some further data, in order to create a plan for you. For now, if you can please send me and Peter Mayer your most recent leak detection results from NY Leak Detection, we can get them to WSO (Water Systems Optimization) for their recommendations on how to enhance your leak detection efforts.

Peter – In addition to Water Loss Control, have you identified any measures that may be more useful for Tarrytown, given today's discussion? Once WSO has their recommendations from the NY Leak Detection report, I'll set up a call for us to discuss those results, and potentially the other decided measure(s).

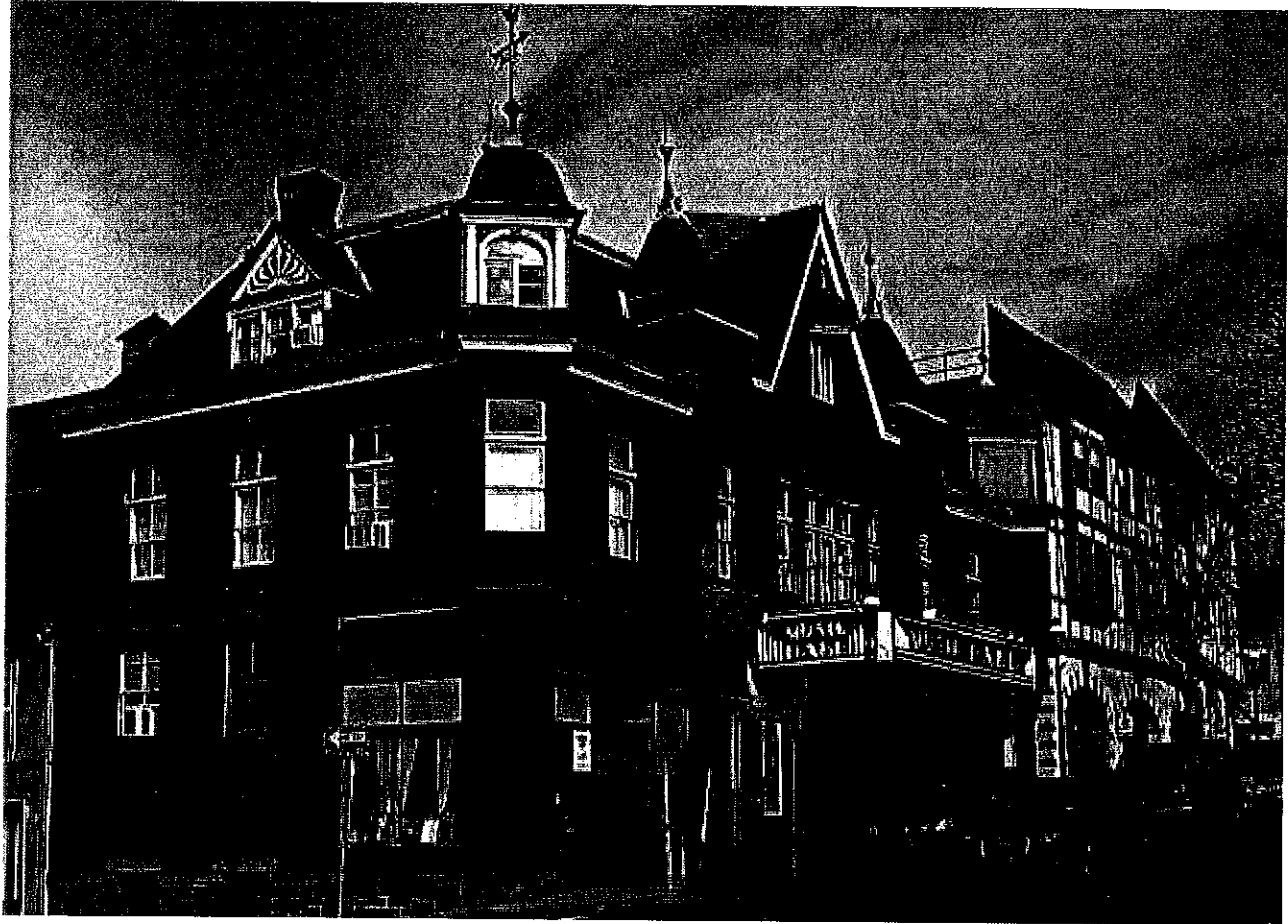
Thanks again, everyone! Looking forward to getting Tarrytown to the 5% reduction goal!

Gina

Gina Behnke | City Research Scientist – Policy Analyst | NYC Environmental Protection
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Village of Tarrytown

DRAFT Water Demand Management Plan



July 27, 2016

Prepared by:



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Table of Contents

1. Introduction.....	2
2. Water System Profile and Characterization.....	3
Water Treatment and Distribution System.....	3
Service Area Characteristics.....	3
3. Water Demand and Savings Goal.....	6
Analysis of Non-Revenue Water and Water Loss.....	10
2014 and 2015 Tarrytown Water Loss Control Performance Indicators	11
Current and Historic Demand Management.....	12
Water Billing Structure.....	12
Water Loss Control Measures	13
Drought Response and Emergency Curtailment.....	13
Water Savings Goal	15
4. Evaluation and Proposal of Water Demand Management Measures	16
Water Demand Management Program Measures and Options	16
Measure 1: Water Loss Control Including Meter Replacements, Leak Detection, Line Repair, and Pressure Management	18
Measure 2: Transition to monthly billing and tiered rates for all customers	18
Measure 3: Residential Indoor Efficiency Vouchers.....	19
Measure 4: Commercial, Institutional, and Industrial (CII) Audits and Upgrades	19
Measure 5: Advanced metering infrastructure (AMI) leak detection, night polling, and customer leak alerts	19
5. Implementation Plan.....	21
Water Loss Control.....	21
Water Loss Control Funding Request.....	22
Water Loss Control Program Considerations	25
PRELIMINARY/DRAFT Tarrytown Water Demand Management Funding Request Summary	26

1. Introduction

The Village of Tarrytown (Tarrytown) purchases all of its water from New York City (NYC) through the NYC Department of Environmental Protection (DEP) and the NYC Water Board (Water Board). This high-quality surface water originates in protected areas within the Croton Watershed, which covers an area of over 300 square miles north of Tarrytown. Overall, the NYC Water Supply System (the NYC System) is an integrated network of 19 reservoirs and three controlled lakes in an approximately 2,000 square-mile watershed. The NYC System delivers approximately one billion gallons of water per day to over 8.5 million users in NYC, in addition to about 110 million gallons per day (MGD) to wholesale customers north of NYC (NYC Wholesale Customers): nearly one million people living in Westchester, Putnam, Ulster, and Orange Counties.

Tarrytown has two sources of water. Tarrytown's year round major source of water comes from the NYC Catskill Aqueduct System. The Village is "tapped" into the Aqueduct just south of the Kensico Reservoir. This water is not filtered due to the high quality of the water. Tarrytown's emergency source is the NYC Croton Aqueduct. This source is normally used when the Catskill source is unavailable due to repairs or low flows. The Croton source can supply 4 MGD and is not filtered. Tarrytown requires prior authorization from the state to use the Croton source for the emergency water supply.

Tarrytown provides water to customers using a 4 million gallon (MG) high service tank, located above 620 South Broadway; a 900,000 gallon low service tank located north of Sunnyside Avenue, off Neparan Road; and a 50,000 gallon air break tank located at the Shaft-10 Pumping Station on Neparan Road. All water is fed to the air break tank, where it is chlorinated and chemically treated prior to distribution.

With the NYC System's service area population expected to rise by one million people by 2030, there are times when water consumption within the NYC System must be curtailed for purposes of aging water infrastructure repairs, potential droughts, or other purposes. Water conservation and efficiency have an important role in meeting water demand. As such, DEP and the Water Board have undertaken a water demand management program that benefits NYC Wholesale Customers, which account for 10% of the NYC System's total demand, by providing support to develop and implement water demand management plans. The goals of the plans are to equip NYC Wholesale Customers with the ability to curtail consumption on a short-term basis in the event of a major water shortage, and to achieve long-term water demand reductions of at least 5% by 2020. **For Tarrytown, a 5% reduction from 2013 consumption levels sets a demand management goal of approximately 31.4 MG per year (MGY) and 0.09 MGD of savings.**

2. Water System Profile and Characterization

Tarrytown is located on the Hudson River in western Westchester County, New York. Tarrytown is bordered on the north by the Village of Sleepy Hollow (formerly North Tarrytown), to the south by the Village of Irvington, and to the east by unincorporated parts of the Town of Greenburgh. The Tappan Zee Bridge crosses the Hudson River in Tarrytown, connecting the New York State Thruway (Interstates 87 and 287) to South Nyack, Rockland County, and points in Upstate New York. According to the United States Census Bureau (Census), Tarrytown has a total area of 5.7 square miles (15 km²), of which 3 square miles (7.8 km²) is land and 2.7 square miles (7.0 km²), or 47.54%, is water.

The Tarrytown water system served approximately 11,500 people through approximately 2,506 service connections in 2013. According to Tarrytown's annual Water Quality Report, 1.7 MGD of water is treated and pumped into the distribution system. The highest single day was 4 MG. In 2013, Tarrytown purchased 627.7 MG (1.7 MGD) from the NYC System.

Water Treatment and Distribution System

Tarrytown's year-round source comes from the New York City Catskill Aqueduct System, from a connection just south of the Kensico Reservoir. Tarrytown's emergency source is the New York City Croton Aqueduct and is used when the Catskill source is unavailable. Water from both sources is disinfected with chlorine and chemically treated prior to distribution, and meets Federal and State microbiological standards. Tarrytown's water distribution system consists of 50 miles of main.

Service Area Characteristics

Tarrytown is a long-established community and the water service area has experienced limited population change in recent years, based on Census data. Water use, however, has increased in nearly all user categories from 2013-2015, and non-revenue water consumption is substantial. Population and per capita water use over the past few years is shown in Table 2.1, along with annual purchases from NYC. With the potential for development and redevelopment in the coming years, Tarrytown could experience an increase in water demand as the planned Delaware Aqueduct outage approaches.

Table 2.1: Tarrytown water demand, population, and per capita use 2013 - 2015

Category	2013 (MG)	2014 (MG)	2015 (MG)	3 yr. average (MG)
5/8 in	117.3	116.0	124.2	119.1
¾ in	75.2	76.7	86.5	79.5
1 in	54.8	50.1	49.3	51.4
1-1/2 in	54.8	59.0	63.0	58.9
2 in	68.8	74.1	84.4	75.7
3 in	10.4	10.8	12.6	11.3
4 in	20.3	19.5	25.3	21.7
6 in	2.3	3.2	11.8	5.8
8 in	3.2	2.3	2.8	2.8
10 in	8.7	8.3	7.2	8.1
Unspecified	3.4	4.4	4.4	4.1
Total Metered	419.2	424.3	471.4	438.3
Total purchased from DEP	627.7	711.1	752.1	697.0
Non-Revenue	208.5	286.8	280.7	258.7
% Non-Revenue	33.2%	40.3%	37.3%	37.0%
Population*	11,483	11,483	11,483	11,483
Metered GPCD	100.0	101.2	112.5	104.6
System GPCD	149.8	169.7	179.4	166.3

*2013 from US Census Bureau. 2014 and 2015 are estimated.

Figure 2.2 shows system and metered per capita use in Tarrytown from 2013-2015. Per capita use has increased substantially and the divergence between the metered and the system per capita use is a clear indication of increased non-revenue water in 2014 and 2015, compared to 2013. Chapter 3 closely examines water demand over this three-year period.

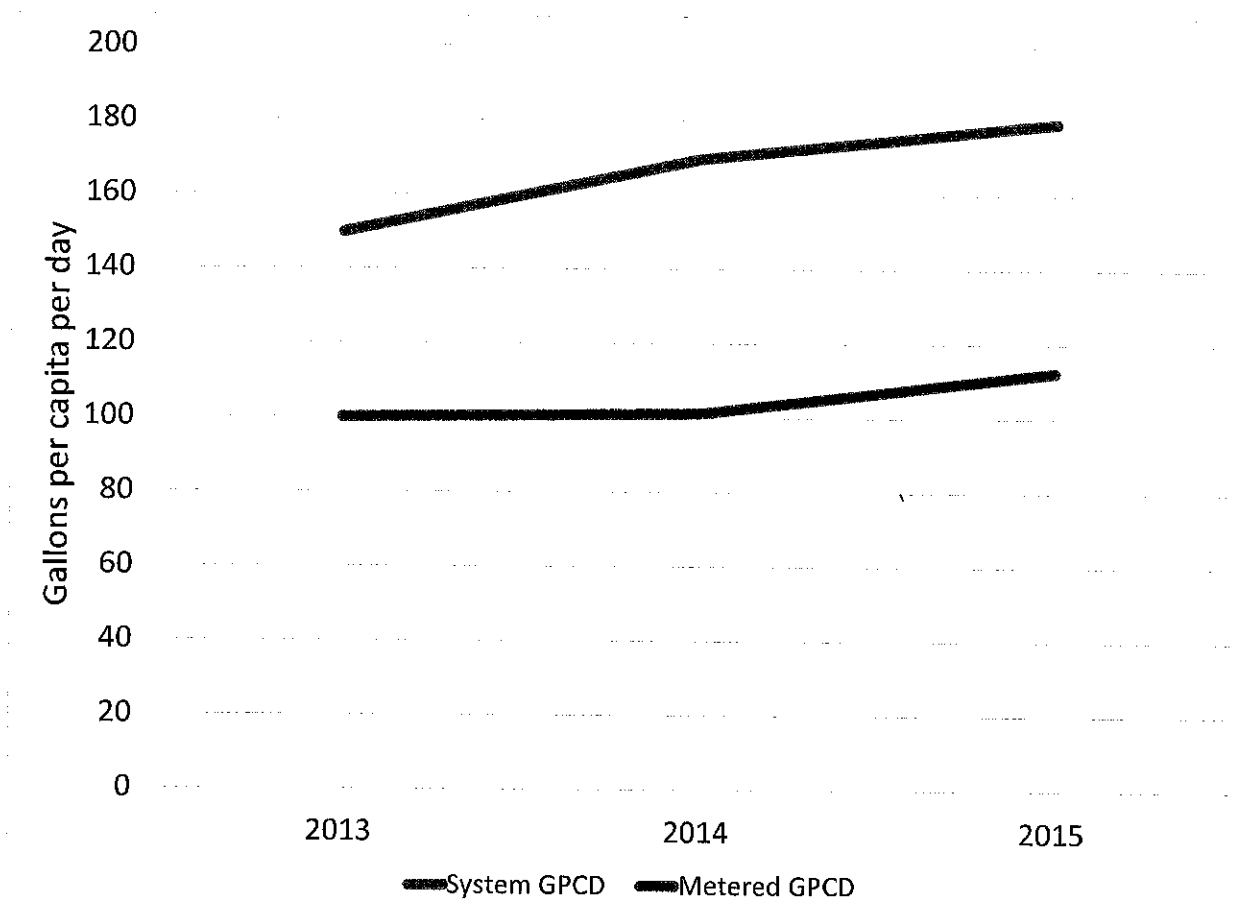


Figure 2.1: Gallons per capita per day, 2013-2015

3. Water Demand and Savings Goal

This section summarizes and analyzes Tarrytown's water deliveries and demands over the past three years to explore the potential for cost-effective water demand management.

In 2013, Tarrytown purchased 627.7 MG (1.72 MGD) from the NYC System. Annual water demands for 2013-2015 are presented in Figure 3.1. Over this three-year period, Tarrytown purchased an average of 697 MGY from the NYC System. Notably, water purchases in 2015 were 752.1 MG, a 19.8% increase over 2013. As discussed below, a demand increase occurred in all customer categories in 2015.

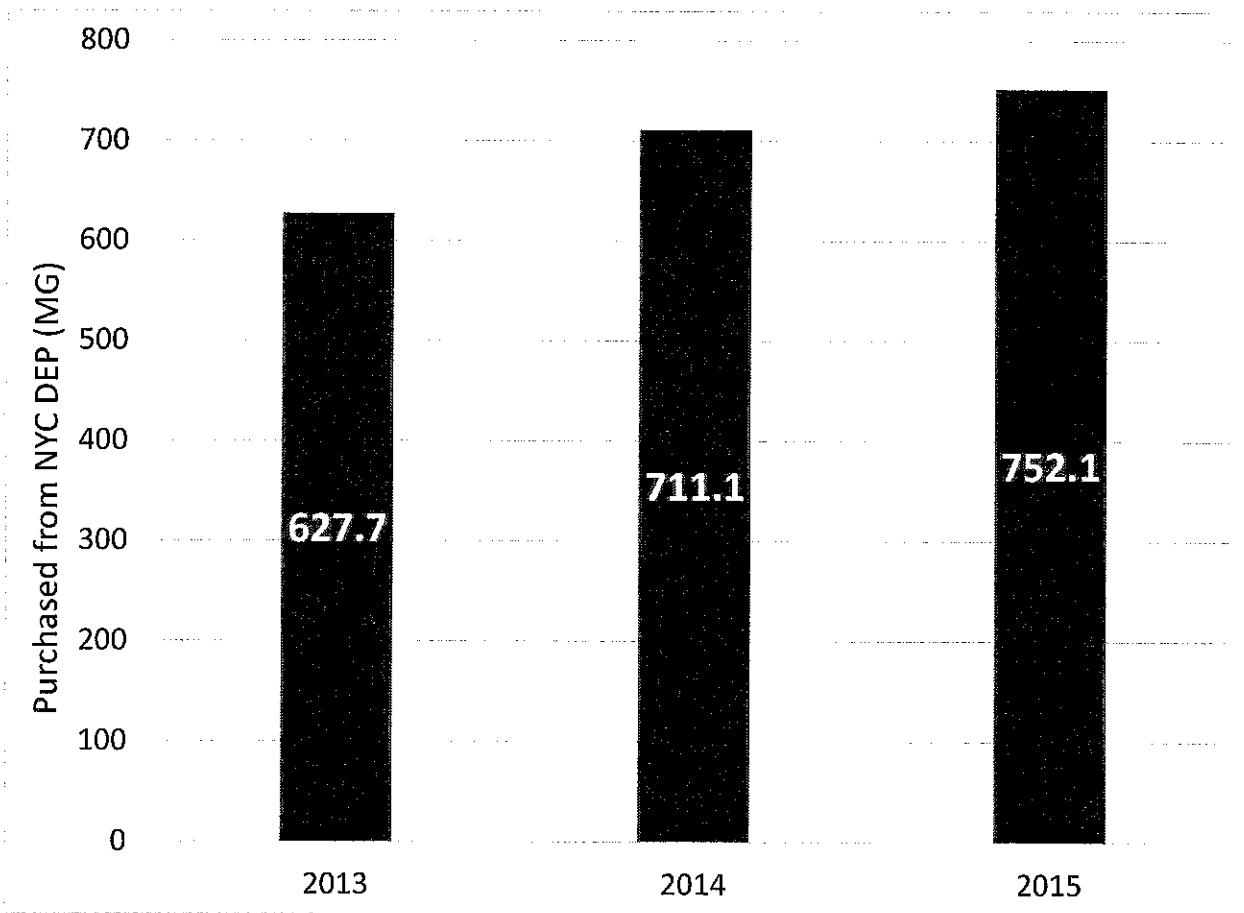


Figure 3.1: Tarrytown's annual water purchases from DEP, 2013 – 2015.

The total annual consumption from all metered accounts and calculated non-revenue water from 2013-2015 is shown in Figure 3.2. Metered consumption increased 12.4% from 419.2 MG in 2013 to 471.4 MG in 2015. Non-revenue water in Tarrytown's distribution system ranged from 208 to 287 MG over the past three years and accounted for an average of 37.0% of deliveries. Between 2013 and 2015, non-revenue water increased by 34.6%. A detailed analysis of non-revenue water loss is presented below.

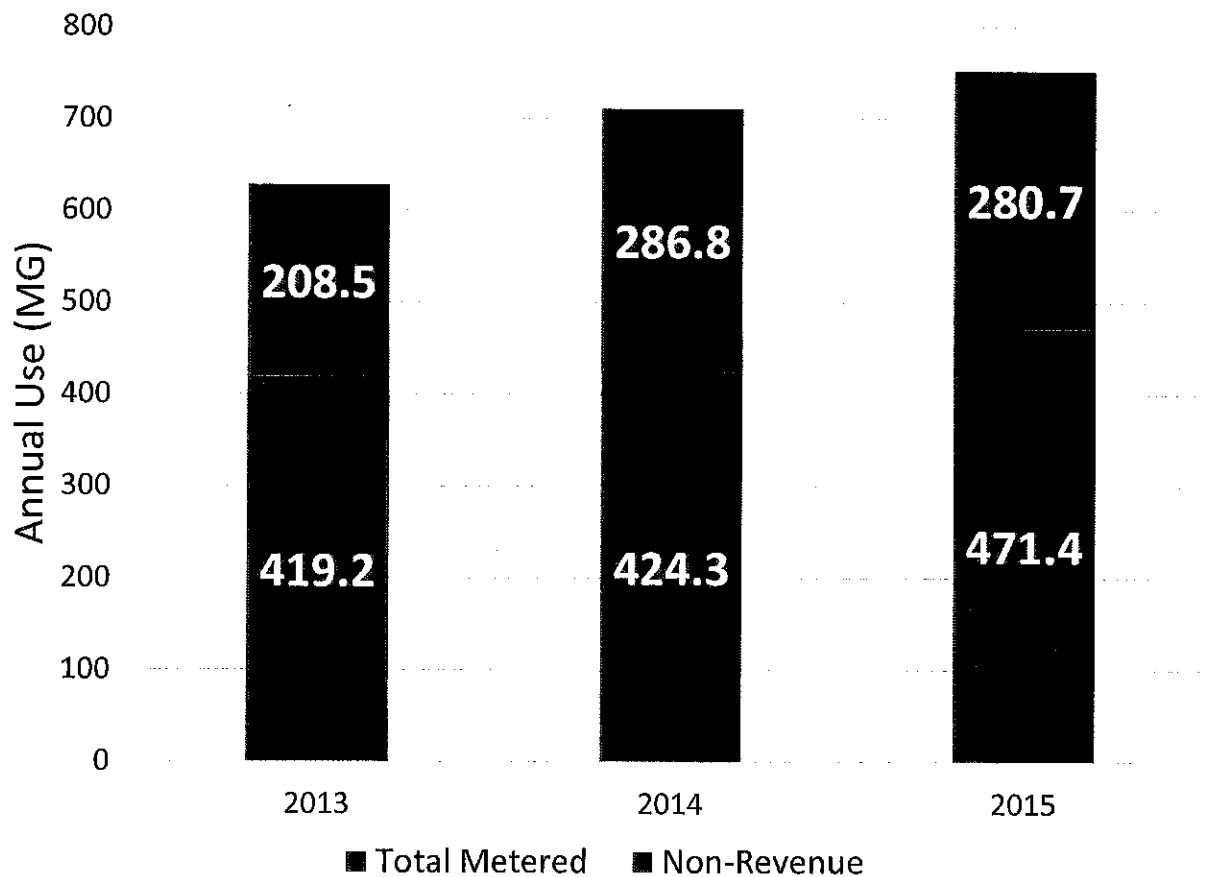


Figure 3.2: Total metered demand and non-revenue water, Tarrytown

Tarrytown does not employ a system to classify customers (residential or commercial, for example), but does maintain records of each customer's water meter make, model, and size. Meter size is a reasonable proxy for distinguishing between different types of water customers. Figure 3.3 shows the total metered use in Tarrytown for 2013-2015 for customers with small (5/8", 3/4" and 1"), medium (1-1/2", and 2"), large (3", 4") and extra-large (6", 8", and 10") meters. While water use in each category was fairly similar in 2013 and 2014, water use increased substantially in each of these meter size categories in 2015.

METERED DEMAND, TARRYTOWN, NY

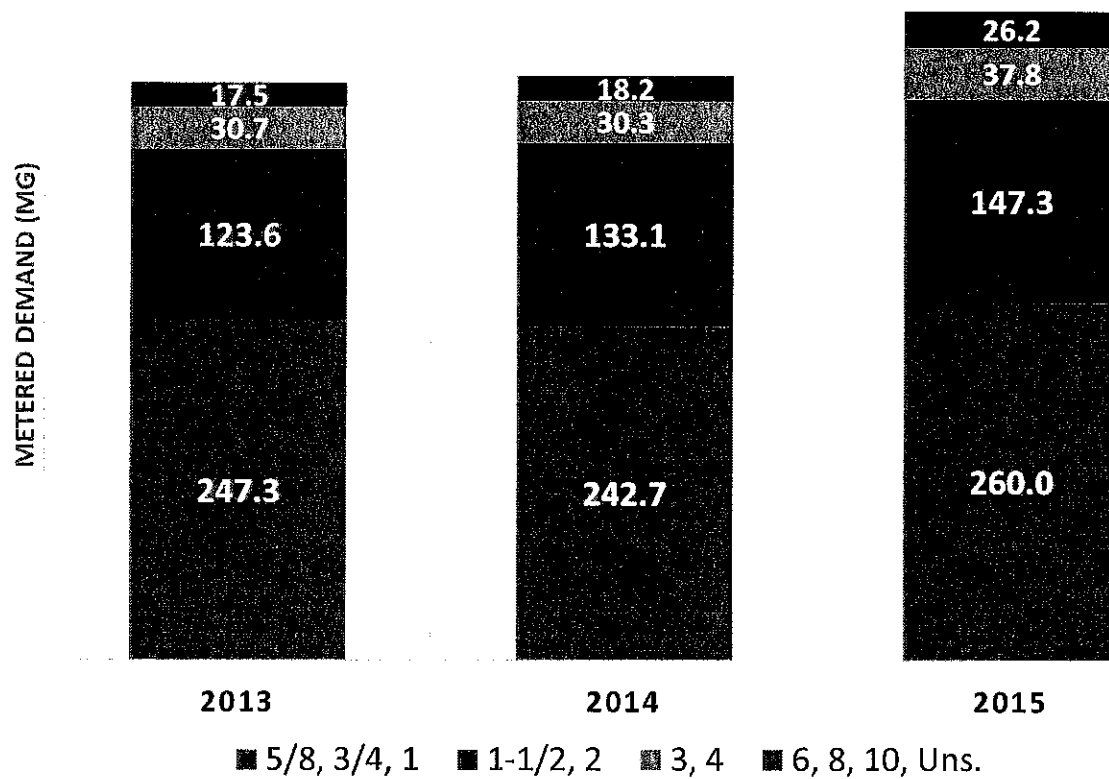


Figure 3.3: Metered demand (MG) in Tarrytown, 2013 – 2015, for customers grouped by meter size (inches)

A reasonable explanation for increased water use by all customer categories in 2015, as shown in Figure 3.3, is an overall increase in outdoor water use in response to hot and dry local conditions. As Figure 3.4 depicts, the peaking pattern during the summer months indicates a hotter and drier climate and increased outdoor use.

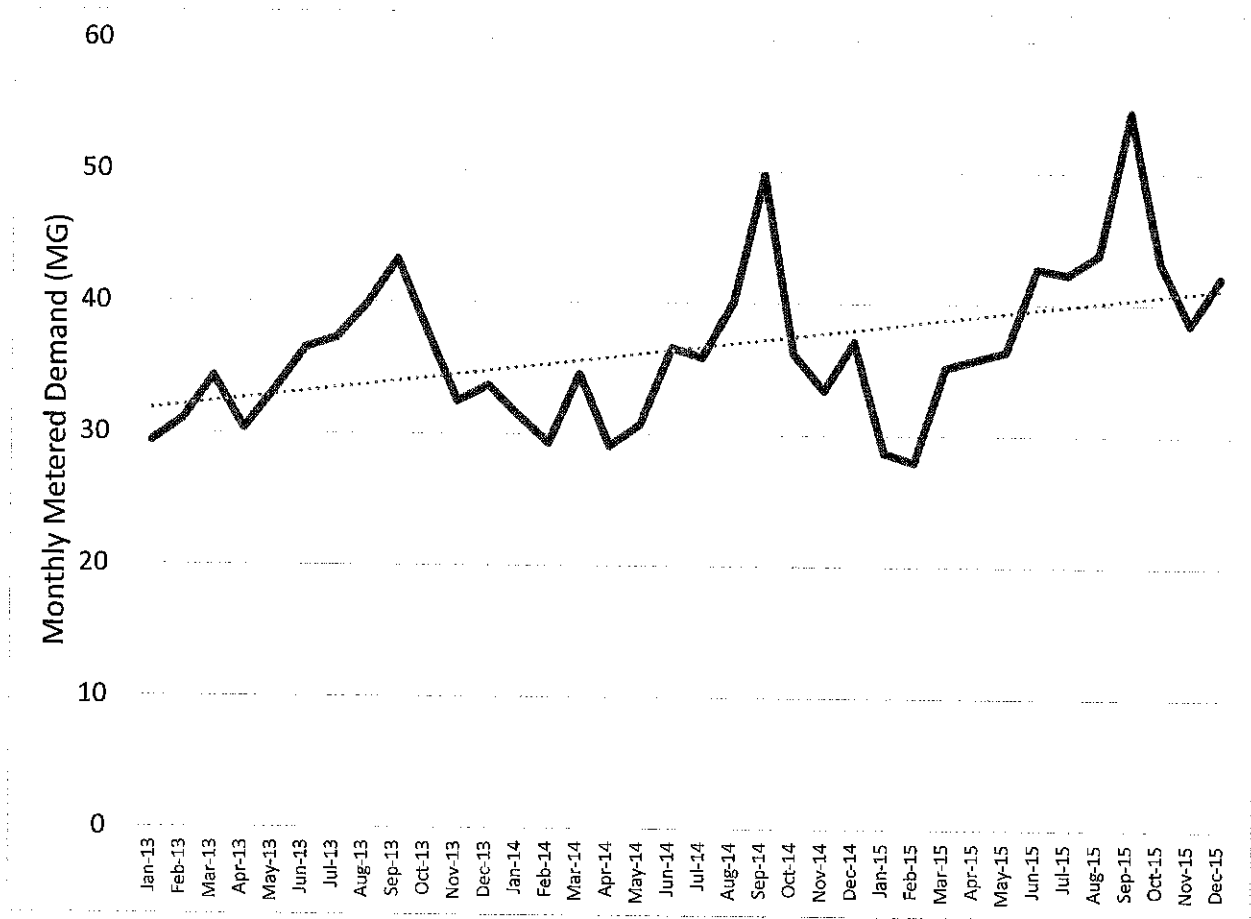


Figure 3.4: Monthly metered demand (all customers), Tarrytown, 2013 – 2015, with added trend line

Figure 3.5 depicts Tarrytown's 2013 demand by meter size. In general, 5/8" and 3/4" serve single-family residences. Some larger single-family homes with large landscaped areas may be served with a 1" or 1-1/2" meter, but larger meter sizes are generally associated with multi-family and non-residential customers. In 2015, approximately 54% of the water demand in Tarrytown was from smaller customers served by 5/8", 3/4", and 1" water meters. About 31% of demand was from medium-sized customers served by 1-1/2" and 2" water meters. In total, about 85% of the metered demand in Tarrytown came from customers with meters that are 2" and smaller.

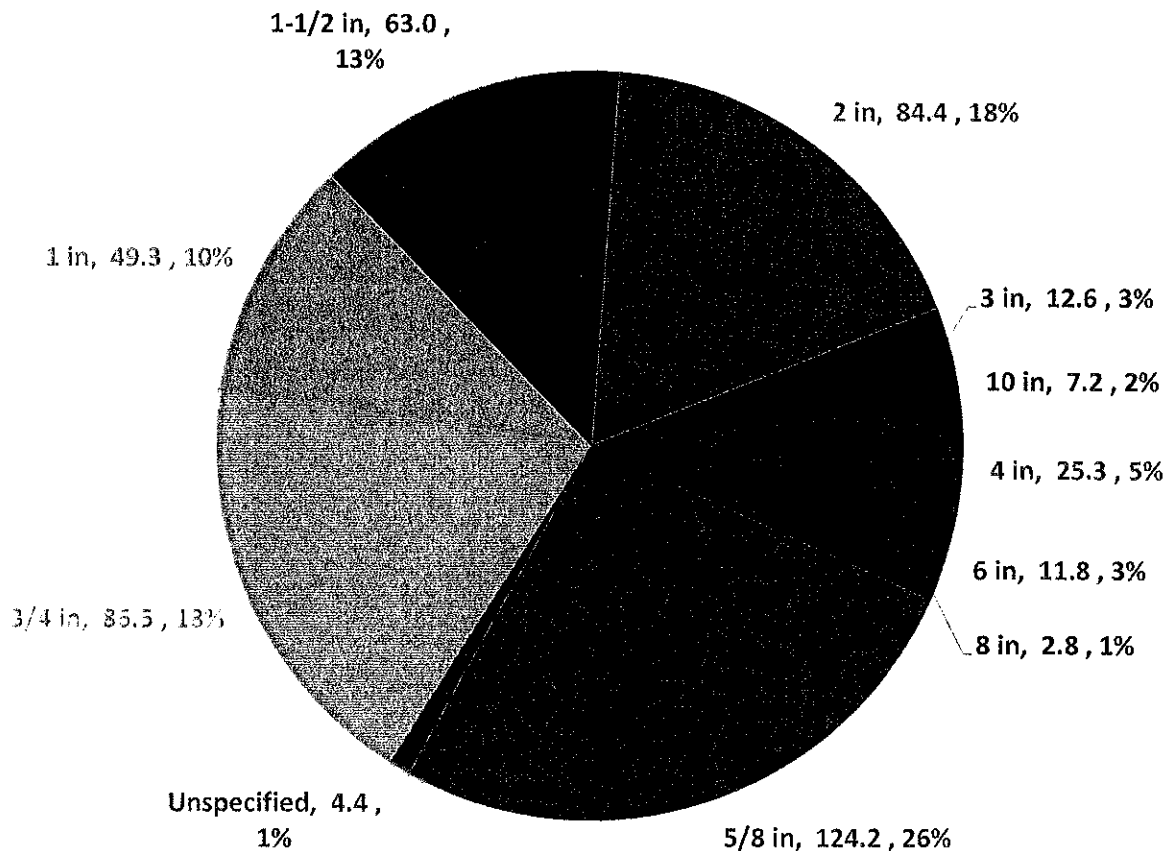


Figure 3.5: 2015 water use by meter size, Tarrytown, (MG and Percentage)

Analysis of Non-Revenue Water and Water Loss

As part of the preparation of this water demand management plan, WaterDM prepared a basic desktop water loss audit for calendar years 2014 and 2015 for the Tarrytown water system using the American Water Works Association (AWWA) M36 approach and Excel software. Utilities incur real losses from pipeline leakage and apparent losses when customer water consumption is not properly measured or billed. The water audit method used for Tarrytown was developed jointly by the International Water Association and AWWA and provides the best management practice tools water utilities need to efficiently manage their supplies.

Overall non-revenue water in 2014 was 286.8 MG and 280.7 MG in 2015. The 2014 water loss control audit for Tarrytown found 270.8 MG of that non-revenue volume were lost from the system. Approximately 16.0 MG are Apparent Losses and 254.8 MG are Real Losses.¹ The 2015 water loss control audit for Tarrytown found 257.6 MG of that non-revenue volume were lost from the system. About 17.9 MG are Apparent Losses and 239.7 MG are Real Losses. An estimated 37 MGY of loss are

¹ The AWWA M36 Manual (3rd ed. 2009) defines Apparent Losses as unauthorized consumption, customer metering inaccuracies, and systematic data handling errors. Real Losses are defined as leakage in transmission and distribution lines, leakage and overflows at storage tanks, and leakage on service connections up to the customer meter.

unavoidable under the best of circumstances, suggesting that between 203 MG and 218 MG of loss, per 2014 and 2015, could be addressed through future action.

Real Losses amounted to 278.6 gallons per connection per day in 2014 and 262.1 gallons per connection per day in 2015. This could potentially be reduced to 50 gallons per connection per day or less over time through a systematic water loss control program.

2014 and 2015 Tarrytown Water Loss Control Performance Indicators

Financial Indicators

- Annual cost of Apparent Losses: \$125,772 (2014) and \$140,851 (2015)
- Annual cost of Real Losses (valued at the variable production cost of \$3,372.91 per MG): \$859,455 (2014) and \$808,640 (2015)
- Non-revenue water as percent of volume of water supplied: 40.3% (2014) and 36.4% (2015)

Operational Efficiency

- Apparent Losses per service connection per day: 17.5 gal (2014) and 19.5 gal (2015)
- Real Losses per service connection per day: 278.6 gal (2014) and 262.1 gal (2015)
- Current annual Real Losses: 254.8 MGY (2014) and 239.7 MGY (2015)
- Infrastructure Leakage Index (ILI): 6.96 (2014) and 6.55 (2015)

The ILI is a performance indicator for comparing a utility's operational management of real losses. An ILI score in the range of 5 to 8 is a general indication that water loss is not being successfully addressed and if economically viable, efforts to reduce losses should be expanded. Operating with system leakage at this level is expensive and proactive measures would be necessary to reduce water loss in the future.

Water Audit Data Validity Score

Tarrytown earned a 64 out of 100 Water Audit Data Validity Score for both the 2014 and 2015 water audit. A score of 64 indicates a reasonable level of overall water accountability for a first audit. This score could be improved by reviewing the data validating requirements in the AWWA software (v5.0) and by implementing as many conservation recommendations as possible.

Tarrytown 2014 and 2015 Water Loss Control Audit Summary

A summary of the data input and outputs from the 2014 and 2015 Tarrytown water loss control audits are presented in Table 3.2.

Water Supplied (MG)

	2014	2015
Volume from own sources:		
Water purchased from NYC	711.068	752.093
Water exported (included with Billed Metered):		
Water Supplied:	711.068	752.093

Authorized Consumption (MG)

Billed metered:	424.296	478.473
Billed unmetered:		
Unbilled metered:		
Unbilled unmetered:	16.000	16.000
Authorized Consumption:	440.296	494.473

Water Losses (Water Supplied - Authorized Consumption)	270.772	257.620
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Apparent Losses (MG)

Unauthorized consumption:	1.778	1.880
Customer metering inaccuracies:	13.123	14.798
Systematic data handling errors:	1.061	1.196
Apparent Losses:	15.962	17.874

Real Losses = Water Losses - Apparent Losses:	254.810	239.746
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Table 3.2: Tarrytown 2013 AWWA Water Audit Summary

Current and Historic Demand Management*Water Billing Structure*

The Tarrytown Water Department bills customers on both quarterly and monthly cycles, depending upon the customer category. Residential customers are billed quarterly and non-residential customers are billed monthly. Tarrytown's 2016 water rates are shown in Table 3.3.

Table 3.3: Tarrytown 2015/2016 water rates²

Customers Billed Quarterly	Per 100 CF	Per 1,000 gal.
Residential	\$ 6.23	\$ 8.32
Residential Senior (w/tax exemption)	\$ 4.64	\$ 6.21
Customers Billed Monthly	Per 100 CF	Per 1,000 gal.
Village Non-Residential Tier 1 (0 - 2,000 CF)	\$ 6.40	\$ 8.56
Village Non-Residential Tier 2 (2,001-7,000 CF)	\$ 7.68	\$ 10.27
Village Non-Residential Tier 3 (7,001 - 12,000 CF)	\$ 9.22	\$ 12.33
Village Non-Residential Tier 4 (>12,000 CF)	\$ 11.07	\$ 14.79
Outside Village Non-Residential Tier 1 (0 - 2,000 CF)	\$ 9.60	\$ 12.84
Outside Village Non-Residential Tier 2 (2,001-7,000 CF)	\$ 11.53	\$ 15.41
Outside Village Non-Residential Tier 3 (7,001 - 12,000 CF)	\$ 13.83	\$ 18.49
Outside Village Non-Residential Tier 4 (>12,000 CF)	\$ 16.60	\$ 22.19

Water Loss Control Measures

Tarrytown conducts periodic leak detection surveys and in recent months has located and repaired several substantial leaks. In addition, Tarrytown works to manage and reduce water pressure in the system to decrease losses.

Drought Response and Emergency Curtailment

On April 18, 1989, Tarrytown adopted a drought response and emergency curtailment policy in close conformance with Westchester County's drought rules. The approved drought response rules, listed below, could be implemented during the planned infrastructure outage if needed, to help reduce consumption.

A LOCAL LAW TO ESTABLISH WATER CONSERVATION IN THE VILLAGE OF TARRYTOWN

SECTION I: Legislative Intent

The intent of this Local Law is to restrict the wasteful, inefficient or nonessential use of water during periods of drought, to establish penalties for violations and to provide for enforcement of water conservation measures in the Village of Tarrytown for the protection of the health, safety and welfare of the people of the Village.

SECTION II: Restrictions on Water Consumption

- I. The Board of Trustees may, by resolution, establish a Phase I, Phase II or Phase III drought emergency in the Village of Tarrytown. The drought emergency and the restrictions shall remain in effect until the Board of Trustees rescinds, by resolution, the Phase I, Phase II or Phase III drought emergency.
2. Phase I, Drought Emergency - The following restrictions shall apply twenty-four (24) hours after such a Phase I drought emergency resolution is passed by the Board of Trustees:

- a. Use of fire hydrants for any purpose other than fire protection is prohibited.

² Water rates effective on 2/1/16 provided by Indiana Del Valle, Tarrytown Water Department Clerk.

- b. Serving water to patrons in restaurants or eating establishments is prohibited unless specifically requested by the customer.
- c. All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 15%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized Village agents.
- d. Ornamental or display use of water whether or not such water is recycled is prohibited.
- e. Use of hoses for street, driveway, sidewalk and/or automobile washing is prohibited. Automobiles may be washed with a bucket.
- f. Watering of lawns and gardens is restricted to the hours of 7 A.M. to 9 A.M. and 7 P.M. to 9 P.M. ODD/EVEN distribution will be used. Odd days for odd numbered addresses; even days for even numbered addresses; no address number on odd days.
- g. There will be no restrictions on hand held containers to water vegetables and fruits for human consumption. Nurseries and other commercial plant users or sellers have no restrictions on water used provided they submit water conservation plans for 15% reduction.
- h. Use of water to clean building exteriors is prohibited.
- i. Leaks in house water connections shall be repaired within 48 hours.
- j. Water meters must be installed on all water cooled air conditioning units.
- k. Swimming pools shall not be filled more than once per year; make up water as necessary. All swimming pools must be equipped with a recirculating filter.

3. Phase II, Severe Drought - The following restrictions shall apply twenty-four (24) hours after such a Phase II drought emergency is passed by the Board of Trustees:

- a. No private swimming pools shall be filled or spillage replenished.
- b. Municipal or public-type pools fall under Phase I restrictions.
- c. Lawns and gardens shall not be watered except that water may be used to irrigate, from hand-held container only, vegetables or fruits grown for human consumption.
- d. All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 20%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized Village agents.

4. Phase III, Extreme Drought - The following restrictions shall apply twenty-four (24) hours after such a Phase III drought emergency resolution is passed by the Board of Trustees:

- a. Installation of water restrictors in all shower heads.
- b. Water-cooled air conditioners shall be shut off for a two (2) hour period either from 8 a.m. to 10 a.m. or 4 p.m. to 6 p.m. This should be posted in lobby areas. The average room temperature shall not fall below 78 degrees F.
- c. All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 25%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized Village agents.

SECTION III. Penalties for Violation

1. Any violation of any restrictions in this Local Law shall be an offense punishable by a fine not to exceed twenty-five dollars (\$25) for the first offense, not to exceed one hundred dollars (\$100) for the second offense and not to exceed five hundred dollars (\$500) for the third and every subsequent offense or alternatively, by a maximum of fifteen (15) days imprisonment for each offense after the second offense.
2. Any person violating any restrictions imposed under Section II, Subsection 4, hereinabove and who has been convicted of at least two (2) other offenses of this Local Law, shall be subject to a fine not to exceed one thousand five hundred dollars (\$1,500).
3. Each day that such a violation continues shall constitute a separate offense for which a fine or imprisonment may be imposed.

SECTION IV: Severability

Should any provision, section, clause, phrase or word of this chapter be held by any federal or state court to be invalid in whole or in part or inapplicable to any person or situation, all other provisions, sections, clauses, phrases or words shall remain fully effective, and the application of any such provisions, sections, phrases or words to other persons not similarly situated or other situations shall not be affected thereby.

SECTION V: When Effective

This chapter shall take effect immediately and its provisions shall be enforced at all times during the existence of a drought, severe drought or extreme drought in the Village of Tarrytown, as declared by the Board of Trustees.

Water Savings Goal

The water savings goal for this plan is to achieve demand reductions of at least 5% of the volume purchased from NYC in 2013 over the next 5 to 7 years.³ For Tarrytown, a 5% reduction from 2013 consumption levels sets a demand management goal of approximately 31.4 MGY (0.09 MGD) of savings by 2020. A summary of Tarrytown's water demand in 2013 and the calculated savings goal are presented in Table 3.4.

	2013 (MGD)	2013 (MG)
Water Purchased from NYC	1.72	627.7
Metered Demand	1.15	419.2
Non-Revenue Water	0.57	208.5
5% Savings Goal	0.09	31.4

Table 3.4: Tarrytown 2013 Water Use Summary and 2020 Savings Goal

³ 2013 consumption is used as the basis for the water savings goal for all agencies participating in the NYC upstate water demand management planning effort.

4. Evaluation and Proposal of Water Demand Management Measures

The Water Board developed a water demand management planning program to assist its largest customers, including Tarrytown, to reduce water consumption by a minimum of 5% from the baseline water usage recorded in FY 2013 and to maintain those levels thereafter. A broad series of water demand options were evaluated for this plan and are included in Section 4. Criteria include: 5% demand reduction, durable demand reductions, and cost-effectiveness.

Water Demand Management Program Measures and Options

The analysis of water demand management program options for Tarrytown identified five strategies that have the potential to achieve the 5% demand reduction (0.09 MGD):

1. Water loss control, including additional leak detection and line repair.
2. Transition to monthly billing for all customers.
3. Indoor upgrade voucher program for residential retrofits, including: toilet, shower, and faucet replacement.
4. Commercial and institutional customer audits and upgrades.
5. Advanced metering infrastructure (AMI) leak detection, night polling, and customer leak alerts.

Each measure is briefly described below and a summary of the preliminary water savings and cost estimates are presented in Table 4.1. The cost estimates are reconnaissance level only and are intended to show relative costs of different demand management measures.

Potential Water Demand Management Measures, Village of Tarrytown

Description	Basis for Savings Estimate	Units/ Customers	Expected Savings (GPD)	% of 0.09 MGD Savings Goal	Expected Cost (\$)	1 Year Cost per GPD Saved (\$)	Net Annual Revenue Loss/Gain
1. Water Loss Control							
Line Listening	Entire system, 50 miles, \$300/mile, every year	50			\$15,000		
Line Repair	8% - 12% of annual water loss		70,411	81.9%	TBD	TBD	\$86,684
Pressure Management	7% - 10% of annual water loss		35,205	40.9%	TBD	TBD	\$43,342
2. Transition to monthly billing and tiered rates for all customers	6% reduction in residential demand	2,000	42,738	49.7%	\$40,000	\$ 0.94	\$173,513
3. Indoor upgrade voucher program	10,000 gal. savings/intervention	500	10,959	12.74%	\$ 100,000	\$9.13	\$44,492
4. Commercial and institutional customer audits and upgrades	75,000 gal./participant	50	10,274	11.95%	\$ 150,000	\$14.60	\$12,648
5. AML leak detection, night polling, and customer leak alerts	5% reduction in residential demand	2,600	49,861	58.0%	\$1,040,000	\$20.86	\$202,432

Table 4.1: Tarrytown demand management options and preliminary cost and savings analysis

Measure 1: Water Loss Control Including Meter Replacements, Leak Detection, Line Repair, and Pressure Management

Improved water loss control measures have the potential to achieve 100% or more of Tarrytown's demand reduction goal. An additional benefit of implementing a water loss control program is that such a program will not result in revenue losses, such as demand side conservation measures. Tarrytown has many challenges with regard to water loss control including that it is an elderly system providing water service across diverse topography. It may not be easy, but the current level of water loss could, and should, be reduced through development and implementation of a detailed water loss control plan.

For Tarrytown, the development of a water loss control plan will include:

- Design of an economically optimized leak detection strategy,
- Leak repair strategy,
- Pressure management strategy,
- Improved and expanded metering,
- Meter testing to optimize revenue generation, and
- Additional accountability measures.

Pressure varies across the Tarrytown service area, and expanded and enhanced pressure management should be explored. District Metered Areas (DMAs) should be considered an advanced approach to monitor water loss levels throughout Tarrytown's distribution network. DMAs have measured quantities of inflow, outflow (where applicable), and consumption. By monitoring the difference between these volumes it is possible to calculate the volume of water loss occurring in a DMA. The purpose and benefit of DMAs is the ongoing monitoring of water loss levels to identify increases in water loss levels (caused by non-surfacing leaks) and to respond to those increases by identifying and repairing non-surfacing leaks. It is recommended that as part of the water loss control program one or two pilot DMAs be implemented to aid Tarrytown in its water loss control strategy.

Water savings potential: 0.1 MGD (100%+ of goal)

Measure 2: Transition to Monthly Billing and Tiered Rates for All Customers

Tarrytown's rate structure for non-residential customers provides monthly billing and increasing tiered rates, which are considered to be demand management best practices by AWWA. Tarrytown's uniform rate structure for residential customers, however, does not provide a substantive price incentive for outdoor conservation. The price signal is further reduced by the quarterly billing cycle, which makes it difficult for residential customers to make rational economic decisions based on their water use, particularly given the level of outdoor water use in Tarrytown. Furthermore, quarterly billing is not considered a demand management best practice by AWWA; monthly is best and bi-monthly is acceptable.

Tarrytown should consider moving residential customers to a monthly billing cycle, using a two or three tier inclining block rate structure, ahead of the planned infrastructure outage. This effort could help reduce consumption in the residential sector and help Tarrytown improve water loss accountability.

The two-tiered rate structure used by NYC to bill Tarrytown for water provides a useful model that Tarrytown could follow. Monthly billing using a two-tiered rate structure with the second tier focused on outdoor consumption would be an effective conservation measure. When monthly bills are sent promptly, customers are provided with useful information on recent consumption patterns that will help identify excessive consumption. A full transition to monthly billing and a conservation-oriented rate structure for all customers could help achieve about 50% of the water savings goal.

Water savings potential: 0.04 MGD (49.7% of goal)

Measure 3: Residential Indoor Efficiency Vouchers

The goal of this measure is to reduce indoor consumption in up to 500 residences in Tarrytown by incentivizing replacement of old toilets and faucet aerators. Replacing old, high volume toilets and high flow bathroom faucet aerators with high-efficiency fixtures has been shown to reduce water use by 9,000 – 11,000 gallons per household per day. Tarrytown could create a voucher program working with local plumbers and suppliers. Each participating customer would receive a voucher reducing the cost, either partially or fully, of the purchase of a new EPA WaterSense labeled high-efficiency toilet (HET). Vouchers could also be offered for showerheads and bathroom faucet aerators, or these products could be provided for free along with a voucher purchase. The value of the voucher could change over time.

Completing 500 indoor upgrades would be expected to achieve 37% of the water savings goal. A higher level of implementation could achieve more savings, but this measure alone could not achieve the water savings goal.

Water savings potential: 0.01 MGD (12.7% of goal)

Measure 4: Commercial, Institutional, and Industrial (CII) Audits and Upgrades

CII customers in Tarrytown use an estimated 30% of the total metered demand, based on the meter size analysis presented above. Under this measure, Tarrytown could implement aggressive water efficiency upgrades across 50 of the most prominent CII water users with the goal of reducing their consumption by an average of 75,000 gallons per year per user. These upgrades could include, but are not limited to the following: pre-rinse spray valves for restaurants and food service; high-efficiency toilet and urinal replacements; commercial faucet and clothes washer replacements; commercial irrigation efficiency upgrades; and elimination of single-pass cooling. This program would require Tarrytown to hire staff or contract out to qualified professionals.

Water savings potential: 0.01 MGD (12.0% of goal)

Measure 5: AMI Leak Detection, Night Polling, and Customer Leak Alerts

In addition to adopting monthly billing and conservation oriented rates for all customers, Tarrytown could consider upgrading its metering infrastructure to an automated reading system (AMI) that would enable detection of abnormal use and leaks on the customer side of the meter. This system would provide high-resolution consumption data that could be used to

identify customer consumption patterns that deviate from typical conditions, potentially indicating leaks or damaged or missing meters.

On top of moving to monthly billing and tiered rates, adding an AMI leak detection component could result in additional water savings across residential and non-residential customers. This option would be more expensive than others, but could potentially help Tarrytown achieve additional utility objectives.

Water savings potential: 0.05 MGD (58.0% of goal)

5. Implementation Plan

After reviewing the proposed demand management measures in this plan, Tarrytown identified three measures to actively pursue to achieve the desired 5% demand reduction:

1. Water loss control including additional analysis, leak detection, and line repair.
2. Monthly billing?
3. Residential voucher?

DEP has \$??? in grant funding available to Tarrytown for implementation of conservation measures to achieve a 5% reduction. An implementation plan for each measure and a DEP grant budget is presented below.

Water Loss Control

In 2015, 36.4% of water supplied to Tarrytown was non-revenue water, which indicates a higher rate of water loss than some neighboring water providers participating in this planning effort. Tarrytown would like to reduce water loss by implementing a water loss control program following the steps outlined below.

A four-year, strategic water loss control program for Tarrytown is outlined in Table 5.1 below.

Table 5.1: Outline of Tarrytown water loss control program

		ESTIMATED TIME	GOALS
ASSESSMENT PHASE	1. Water Loss Assessment <i>Building on the desktop audit produced by WaterDM, work closely with water loss specialist to produce 2015 audit and component analysis. Tarrytown staff will learn process for conducting future audits.</i>	1 month	<ul style="list-style-type: none"> • Produce a reliable 2015 AWWA water audit, which will serve as the baseline from which to calculate savings in future interventions. • Highlight procedural and data improvements required for better water loss assessment.
	2. Component Analysis of Real Losses and Development of Water Loss Control Plan	~ 3 months	<ul style="list-style-type: none"> • Produce a component analysis of Real Losses. • Recommend improvements on repair record documentation. • Highlight biggest leakage reduction opportunities. • Optimize large and small meter maintenance and replacement strategy. • Development of cost effective water loss control program.
SAVINGS PHASE	3. Leakage Intervention <i>- Conduct recommended level of comprehensive leak detection based on Program Element 2.</i> <i>- Implementation of pilot DMAs.</i>	Years 1 - 4	<ul style="list-style-type: none"> • Round 1- Reduce the backlog of leakage. • Round 2-Identify leaks masked by those found in Round 1 and new leaks that developed after repair of leaks identified in Round 1. • Continue leak detection efforts as recommended by economically optimized leak detection strategy.
	4. Pressure Management Intervention <i>Identify opportunities for pressure reduction and implement pressure management plans.</i>	Years 1 & 3	<ul style="list-style-type: none"> • Inventory actual operating pressures. • Reduce leakage through optimized pressure regimes.

Water Loss Control Funding Request

- \$40,000 for additional water loss assessment, consulting, component analysis, planning, and leak detection.

- \$?? for as needed leak repair and line replacement.

A more detailed budget is presented in Table 5.2.

Table 5.2: Tarrytown water loss control funding request

Item	Hours	Cost
1. 2015 Water Loss Assessment	60	\$ 9,900
2. Component Analysis and Development of Water Loss Control Program	124	\$ 20,460
3. Leak Detection (two rounds) and Pressure Management		\$ 60,000
4. Leak Repair and Line Replacement		\$???,000
Total Water Loss Control Funding Request		\$???,000

Water Loss Control Program Considerations

The following are important water loss program considerations for Tarrytown:

- **Funding:** Tarrytown could participate in a regional water loss control initiative that DEP is considering. This could help defray part of the \$40,000 assigned to water loss assessment, component analysis, and the development and implementation of a cost effective water loss control strategy. However, Tarrytown has an immediate need to begin implementation, given the significant loss already found. Depending upon the timing of the regional initiative, Tarrytown may wish to move forward more rapidly.
- **Repair commitment:** In the implementation phase, the process of leak detection only *identifies* failures. ***In order to realize water savings, Tarrytown must promptly repair the failures identified in each leak detection survey.*** For this effort to be a success, Tarrytown must commit to repairing leaks found through the detection survey process. Tarrytown is requesting a \$???000 contribution to the leak repair fund to ensure this commitment can be maintained during the NYC Delaware Aqueduct repair and corresponding infrastructure outage period.
- **Savings tracking:** The impact of water loss control interventions must be measured. There are a number of approaches to do this, depending on the situation and metering. Options include:
 - Estimation of flow rate for each leak found and repaired.
 - System wide audit prepared before and after leak detection survey.
- **Frequency:** Tarrytown already performs leak detection and repairs, and thus seeks to expand and optimize this effort with DEP funding.
- **Continuation of water loss control:** Tarrytown must carry this effort forward. Leak detection is not a one-time fix; it is meant to be a tool deployed intermittently to contain a continuously accumulating leakage volume in the system. Knowledge transfer and capacity building is key and Tarrytown should seek to integrate training and education throughout the water loss control program. The proposed development of an economically optimized water loss control program will provide Tarrytown with a clear roadmap for such a program.

PRELIMINARY/DRAFT Tarrytown Water Demand Management Funding Request Summary

WDM Program	Implementation Level	Per Unit Cost (\$)	Total
2015 water loss assessment	30 hours	\$165 per hour	\$5,000
Component analysis of real losses and loss control planning	30 hours	\$165 per hour	\$5,000
Leak detection and pressure management	Whatever is needed	NYC \$ will defray.	\$30,000
TOTAL FUNDING REQUEST FROM DEP			

MEMORANDUM

DEPARTMENT of PUBLIC WORKS

TO: Richard Slingerland, Village Administrator

FROM: Howard D. Wessells Jr., Superintendent of Public Works

DATE: 11 December, 2017

RE: Garbage Collection Schedule Changes

With the purchase of the new automated garbage truck I am proposing to change the collection schedule.

Currently curbside garbage collection is completed village-wide utilizing 2 - 31 cubic yard garbage trucks. Half of the village is picked up on Mondays with the other half being picked up on Tuesday. On both of these days it takes six employees to complete the day's work.

On Wednesdays curbside recycling is completed utilizing 4 garbage trucks, 2 trucks for cardboard and newspaper and 2 trucks for commingle. The condominium and apartment complexes have their recycling collected on Thursdays.

I am proposing that garbage collection be completed as follows:

Using the new automated truck garbage on Mondays and Thursdays each day a quarter of the village would be collected. The remaining half of the village would be collected on Tuesdays using the automated truck and one standard garbage truck. Since the inner village with the parking situation as it is does not allow for efficient use of the automated truck, this route will use the standard garbage truck. Since there are locations throughout the village where the automated truck cannot access a second truck will have to go out for those locations.

By making the proposed changes on Mondays and Thursdays only 3 employees will be required not the current 6 and on Tuesdays only 4 employees will be required.

On Wednesdays I am proposing to change the recycling collection from the current every week for both commingle and cardboard to alternating Wednesdays. One week cardboard and newspaper the next week commingle.

This change would allow for the reduction from 4 trucks and 12 employees to 3 trucks with nine employees. This change would end the need for 3 employees from the Highway Crew to assist with the recycling effort. It would also end the need for the additional

Thursday collection from the condominiums and apartment complexes as these would be collected on Wednesdays also.

I have attached a copy of a collection schedule that reflects the proposed changes.



VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605

www.tarrytowngov.com

Mayor

DREW FIXELL

Deputy Mayor

THOMAS BUTLER

Trustees

KAREN G. BROWN

ROBERT HOYT

MARY McGEE

REBECCA McGOVERN

DOUGLAS ZOLLO

VILLAGE ADMINISTRATOR

914-631-1785

VILLAGE TREASURER

914-631-7873

VILLAGE CLERK

914-631-1652

VILLAGE ENGINEER

914-631-3668

DEPT. OF PUBLIC WORKS

914-631-0356

FAX NO. 914-909-1208

To: Mayor Drew Fixell and Board of Trustees

From: Administrator Rich Slingerland

Date: November 22, 2017

Re: Summary of Sanitation Law Re-write

This memo is to summarize the Sanitation law changes that are before the Board at the present time. In large part, most of the changes are to update the person making the determinations or regulations from the General Foreman, to the Superintendent of Public Works as the Department Head. Further detail on the changes is as follows:

1. Under Part 183-3 – added that the Superintendent of Public Works would be the person giving the notice to remedy;
2. Under Part 183-4 Definitions, created a formal definition and limit for acceptable size of a dumpster that the Village can pick up;
3. Under Part 183-4 Definitions, grammatical language change to the definition of Garbage Container;
4. Under Part 183-4 Definitions, denoted that condominiums and duplexes shall not be considered multi-family dwelling;
5. Under Part 183-4 Definitions, a Rolling Cart is defined as a commercial-grade rolling cart that will be sold (no longer given out for free by the Village) with the openings that an automated garbage truck can pick up.
6. Under Part 183-5 A – amended the person making a determination from General Foreman to Superintendent of Public Works, or his or her designee, and added Code Enforcement and Police Officer as persons who may issue a summons, as opposed to the Building Inspector or Chief of Police;
7. Under Part 183-5 D – amended the person from General Foreman to Superintendent of Public Works, or his or her designee, as the person making the determination on placement of baskets;
8. Under Part 183-6, amended the Code so that the person establishing garbage collection regulations, and the person handling appeals of rules is the Superintendent of Public Works, or his or her designee, not the General Foreman;
9. Part 183-7 has the following changes:
 - a. Part A-1 removes reference to ashes and rubbish, limiting it to garbage and recycling. The ash reference dates back to when many people heated their homes with coal.
 - b. Part A-2 changes the references from garbage cans to rolling carts, and eliminates outdated references to ashes or bundling of material.
 - c. Part A-3 changes the reference again from a garbage receptacle to a rolling cart, although it

allows people with disabilities who cannot use rolling garbage cannisters to use regular garbage containers as long as they register with the Village.

- d. The remaining references in Chapter 183-7 either change the language from General Foreman to Superintendent of Public Works or his/her designee, or references rolling carts instead of garbage receptacle.
10. Under Part 183-8 A --- changes references from garbage receptacle to rolling cart, and General Foreman to the Superintendent of Public Works or his/her designee.
11. **Key change**, reflecting current rules -- Part 183-8, 3 (a) [1] establishes the limitation on gallons collected per week as one 96-gallon rolling cart or four 32-gallon containers per each two-dwelling domicile, at a weekly fee of three dollars (\$3) paid annually in advance to the Village.
12. Under Part 183-8, A 3 (b) [1] deletes in its entirety any reference to incinerator or incinerated material, and renumbers the other sections.
13. Under Part 183-8, B Commercial (3) [a] changes from 2 to 4 32-gallon containers, and [b] deletes the reference to rubbish
14. **Key change**: Under Part 183-8, C Prohibitions -- changes the reference under Part 2 for remediation time from within 12 hours to Residential -- 12 hours, and Commercial -- immediately.
15. **Key change**: Under Part 183-9---adds a prohibition on construction and demolition debris, which has been in effect for over a decade but was never codified.
16. Part 183-10 and 11 -- multiple changes of the references from General Foreman to Superintendent of Public Works, or his or her designee
17. Part 183-12 -- this was already amended to include Saturday hours, and no further change should be made to it.
18. Part 183-13 -- changes reference to the person from General Foreman to Superintendent of Public Works, or his or her designee, and adds in a member of the Police Department as persons empowered to enforce the regulations under this article.

Edited

11/9/2017

Next WS
11/29/17

Article I. Dumping

[Adopted 2-26-1959 as Ord. 6.3 of the 1959 Unified Code of Ordinances]

§ 183-1. Use of land as dumping ground unlawful; exception.

A. No person may use any land or lands under water, public or private, within the Village for the purpose of a dumping ground.

[Amended 5-6-1991 by L.L. No. 5-1991]

B. The provisions of this section shall not apply to filling land or land under water with clean and customary fill.

§ 183-2. Restrictions.

No person shall dump, deposit or keep garbage, swill, offal, rubbish, brush cuttings, bottles, cans, metal, unusable automobiles or automotive equipment, machinery, junk, waste or other discarded things of any nature upon any street, park, public place or private property within the Village.

§ 183-3. Removal of unlawfully dumped material.

[Amended 5-6-1991 by L.L. No. 5-1991]

After five days' notice by the Superintendent of Public Works or his/her designee General Foreman Superintendent of Public Works or his/her designee to the person having the management or control of or occupying any land, the Highway Department or such other department designated by the Board of Trustees shall have the right to remove from any place in the Village the waste articles and materials mentioned in § 183-2 hereof.

Article II. General Provisions

[Adopted 7-19-1976 by L.L. No. 9-1976]

§ 183-4. Definitions and word usage.

A. The word "shall" is always mandatory and not merely directory.

B. As used in this article, the following terms shall have the meanings indicated:

ASHES

The residue from the burning of wood, coal, coke or other combustible materials.

COMMERCIAL AREA

Any area where a club, business, industry or light-manufacturing enterprise is located or operating or any area not classified as residential.

DUMPSTER

A one-and-one-half-cubic-yard container, the make and model of which is compatible with Village collection trucks (such as the J&T Metal Products Co., Inc., Model RL1 1/2 or its equivalent). All such containers shall be on functioning casters and shall be equipped with lift bars which measure ~~seventy-seven and one-half~~ (77 1/2) inches from end to end.

GARBAGE

Field Code Changed

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The
max
acceptable
size is

Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food and readily combustible material such as paper, cardboard, wood, excelsior, cloth, food cans, glass food containers and bottles.

GARBAGE CONTAINER

Containers commercially manufactured for that purpose, equipped with suitable handles and tight-fitting covers. All containers, and shall be watertight.

LITTER

Garbage, refuse or rubbish as may be defined herein and other waste material which is thrown or deposited and which tends to create a danger to the public health, safety and welfare.

MULTIFAMILY DWELLING

(1) For the purpose of this article:

(a) Any detached building containing three or more dwelling units.

(b) Any apartment complex of two or more detached structures containing three or more dwelling units, such as a cooperative-type apartment complex or a garden-type apartment complex.

(2) A ~~condominium~~ or duplex shall not be considered a "multifamily dwelling."

PERSON

Any person, employee, servant, agent, firm, partnership, association, corporation, company or organization of any kind.

PRIVATE DWELLING

A detached building containing not more than two individual dwelling units and shall also mean a dwelling unit that is part of a ~~condominium~~ complex.

PRIVATE PROPERTY

Any property other than that used as a public highway or public right-of-way or owned and/or operated by a federal, state or municipal government or agency thereof.

REFUSE

All putrescible and nonputrescible solid wastes, except body wastes, including garbage, rubbish and ashes.

RESIDENTIAL AREA

An area primarily zoned and occupied for residential purposes.

RUBBISH

Nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes, such as yard clippings, metals, wood, non-recyclable glass, bedding, crockery and similar materials.

ROLLING CART

Rolling Cart
Container issued by the Village to all properties receiving curbside garbage collection for the sole purpose of curbside garbage collection.

SIDEWALK

The area between a building or property line and the street.

STREET

Includes any public street, roadway, highway, lane, alleyway, park, parking area, grounds or any other public place.

VILLAGE

The Village of Tarrytown.

Field Code Changed

Field Code Changed

Field Code Changed

Comment [M81]: What about condominiums that are located in one building? Do you want them considered as not included in this language?

Field Code Changed

Comment [M82]: See above

Comment [M83]: Will we be issuing such containers in the future (someone needs to replace it) or a new resident? Will they be responsible for the replacement or purchase?

person
authorized
to enforce
the Code

Editor's Note: The definition of "Chairman of the Committee on Highway and Sanitation," which immediately followed this definition, was deleted 5-6-1991 by L.L. No. 5-1991.

§ 183-5. Unlawful acts; placement of litter baskets.

Field Code Changed

A. The owner, lessee, contractor, tenant or other person having management or control of or occupying any lot or plot of land in the Village, excluding any location designated by the Village Board, the Superintendent of Public Works or General Foreman Superintendent of Public Works or his/her designee or his/her designee or the Westchester County Department of Health for such purposes, shall keep such land at all times free and clear of any accumulation of garbage, refuse, rubbish, litter and waste or discard matter of any type, including automobiles, automobile parts and other machinery, except such as may be deposited for collection and disposal as provided for by this article. Summonses for violation of this provision may be served by a designated Code Enforcement Officer or a member of the Police Department, the Building Inspector or the Chief of Police or an officer of the Police Department designated by the Chief of Police.

Field Code Changed

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Comment [MB1]: Should we add WCDER?

No
delete
designated

[Amended 10-5-1981 by L.L. No. 9-1981; 12-6-1982 by L.L. No. 13-1982]

Field Code Changed

B. No person shall deposit, throw, cast or bury ashes, rubbish, refuse, grass cuttings, tree cuttings, leaves, garbage, waste matter, offal or discard matter of any type, including automobiles, automobile parts and other machinery, on any lot or plot of land in the Village other than small inoffensive compost heaps such as may be utilized by a home gardener when stored on his own property and appropriately screened from view.

Field Code Changed

C. No person shall throw, cast or lay or directly suffer or permit any person to throw, cast or lay any litter and waste or discard matter of any type, including automobiles, automobile parts and other machinery, on any street, sidewalk or right-of-way within the Village.

Field Code Changed

D. Litter baskets. In the event that the General Foreman Superintendent of Public Works or his/her designee or his designee shall place on sidewalks, parking areas or any other public place litter baskets as may, in his discretion, be required, no person shall deposit in such litter baskets accumulations of litter, refuse and waste or discard matter of any type from private or commercial property, which must be deposited for collection or disposal as provided for by this article.

Field Code Changed

E. No person being the owner, driver or manager of any car or other vehicle and no owner of any receptacle shall scatter, drop or spill or permit to be scattered, dropped or spilled any dirt, gravel, sand, clay, loam, stone or building rubbish; hay, straw, oats, sawdust, shavings or other light materials of any sort; manufacturing trade or household waste, refuse or rubbish of any sort; or ashes, manure, garbage or other organic refuse or other offensive matter therefrom or shall permit the same to be blown off therefrom by the wind upon any street or sidewalk or right-of-way in the Village.

Field Code Changed

F. No person shall allow any swill, brine or any offensive animal matter or any bad-smelling or noxious liquid or other filthy matter of any kind to run or fall into or upon any street, sidewalk or right-of-way in the Village or to be taken or put thereon.

Field Code Changed

G. No person having the care, custody or control of any domestic animal, including cats, whether leashed or unleashed, licensed or unlicensed, shall permit such animal to excrete its body waste upon sidewalk area in the Village.

Field Code Changed

H. Abandoning shopping carts, etc., prohibited. No person shall abandon or discard or cause to be abandoned or discarded any article or thing, including but not limited to shopping carts or shopping wagons, baskets, crates, boxes or cartons, in or upon any street, highway, sidewalk or public place lying in the Village.

Field Code Changed

I. Rubbish blowing from receptacles. No person being the owner or in control of a receptacle containing any dirt, filth, waste or rubbish shall permit the contents of such receptacle to be blown therefrom by the wind onto or upon any street, highway or public place lying in the unincorporated area of the Village.

Field Code Changed

J. Removal of weeds, rubbish, etc.

(1) No owner or occupant of real property within the Village shall permit grass, noxious weeds, brush or rank growths to exceed 12 inches in height. It shall be the responsibility of the owner or occupant of real property within the Village to cut and remove all long grass, noxious weeds, brush or rank growths growing upon said property in excess of 12 inches and to remove all rubbish and debris from said property.

Field Code Changed

[Amended 5-6-1991 by L.L. No. 5-1991]

(2) Upon failure of the owner or occupant to comply with the provisions hereof, after due notice, the Village may cut and remove said noxious weeds, brush, rank growths and long grass and remove said rubbish and debris, and the total cost thereof may be assessed against the real property on which such weeds, brush, rank growths, long grass, rubbish or debris is found and shall constitute a lien and a charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected by the Village Treasurer in the manner provided by law for the collection of delinquent taxes.

Field Code Changed

K. Surface drainage, etc., into sanitary sewers prohibited. No street, gutter, surface, cellar, land or subsurface drain of any kind shall be permitted to be discharged into the public sanitary sewer or connected therewith, directly or indirectly.

Field Code Changed

§ 183-6. Promulgation and modification of regulations; appeals.

Field Code Changed

A. All garbage, refuse, rubbish, litter and waste material of any type accumulated in the Village shall be collected, conveyed and disposed of under the supervision of the General ForemanSuperintendent of Public Works or his/her designee or his designee, who shall have the authority to make regulations concerning the days of collection, the type, size and location of disposal containers and such other matters pertaining to collection, conveyance and disposal as he shall find necessary. The General ForemanSuperintendent of Public Works or his/her designee or his designee shall have the authority to change and modify any regulations after due notice to all concerned.

Field Code Changed

B. Appeals. Any person aggrieved by a regulation or fee charged by the General ForemanSuperintendent of Public Works or his/her designee or his designee shall have the right to appeal to the Village Board, which shall have the authority to confirm, modify or revoke any regulation or fee.

Field Code Changed

§ 183-7. Preparation of materials for collection; collection points.

Field Code Changed

A. Separation of wastes; receptacles.

Field Code Changed

(1) Garbage and recyclables ashes and rubbish shall be separated and placed and maintained in separate containers or receptacles.

Field Code Changed

(2) It shall be the duty of every person having the management or control of or occupying any land or building to provide, for the exclusive use of such land or building or part thereof, sufficient receptacles to hold garbage, ashes and rubbish ordinarily accumulated by the occupants of such land or building, each in separate receptacles, and to allocate an area for storage of such receptacles the issued rolling carts in the interval between regular collections. Any waste material other than garbage, ashes and rubbish which cannot be readily deposited in any receptacles may be compacted and securely bundled, tied or packaged as to be easily handled, but not weighing more than 50 pounds and not likely to be scattered, and, when packed and secured, may be placed alongside of or in place of regular receptacles. Such packages or bundles should not exceed four feet in length.

Field Code Changed

(3) Each of such receptacles rolling carts provided for in this section shall be watertight, kept covered with a suitable cover and maintained in a sanitary condition by periodic cleaning. Except in instances where the rolling carts cannot be utilized due to geographic location or physical disability one cubic yard containers are used, the property owner can utilize receptacles up to 4 garbage containers at their own expense that shall not exceed 32 gallons' capacity and, when filled, shall not exceed 50 pounds in total weight.

Field Code Changed

Comment [MBS]: Question of continual issuance by the Village

[Amended 1-2-1996 by L.L. No. 1-1996]

(4) Each such receptacle containing garbage or rubbish shall be free of water or wetted materials.

B. Refuse containers Rolling Carts.

(1) Duty to provide and maintain in sanitary condition. ~~Refuse containers and Rolling Carts shall have been provided by the Village owner, tenant, lessee or occupant of the premises. Refuse containers Rolling Carts shall be maintained in good condition. Any container that does not conform to the provisions of this article or that may have ragged or sharp edges or any other defect liable to hamper or injure the person collecting the contents shall be promptly replaced upon notice. Rolling Carts that become unusable due to neglect or damage other than fair wear and tear will be replaced at the property owners expense. The General Foreman Superintendent of Public Works or his/her designee or his designee shall have the authority to refuse collection for failure to comply herewith.~~

(2) Garbage and rubbish. Receptacles shall be containers commercially manufactured for that purpose, equipped with suitable handles and tight-fitting covers, and shall be watertight.

(3) Ashes. Ash containers shall be made of metal.

(4) Compacted garbage. All compacted garbage shall be limited to 50 pounds in weight.

C. Points of collection.

[Amended 3-6-1989 by L.L. No. 5-1989; 3-5-1990 by L.L. No. 5-1990; 6-17-1991 by L.L. No. 10-1991]

(1) Where curb service is provided, refuse containers for rubbish, grass clippings, leaves, paper, etc., shall be placed for collection in a visible and accessible area between the sidewalk line and curb line immediately in front of the premises or directly by the curb, but not in the street, where there is no sidewalk. Said refuse containers shall not be placed by the curb prior to 7:00 p.m. on the day before the day of collection and shall be removed from the location where curb service is provided and moved to an appropriate location not visible from the street by 12:00 midnight of the day of collection.

(2) In residential areas, at each multifamily dwelling designed for three or more dwelling units, and at all commercial areas, the owner, tenant, occupant or person in charge thereof, on regularly scheduled collection days, shall set out or cause to be set out from the storage area all receptacles containing garbage, ashes and rubbish authorized to be collected to the curb area as described in Subsection C(1) above.

(3) The General Foreman Superintendent of Public Works or his/her designee or his designee may authorize the removal of garbage and ashes from the receptacles at storage areas, provided that such storage areas are readily accessible to the collection vehicle and collection in this manner will, in his opinion, result in a more expeditious removal of the garbage and ash accumulation from such receptacles.

§ 183-8. Collections.

The Department of Public Works shall make regular collections of all refuse as often and during such specified hours as shall be prescribed by the General Foreman Superintendent of Public Works or his/her designee or his designee. Collection shall be made from receptacles when placed on or in front of any premises at such accessible locations as shall be designated by the General Foreman Superintendent of Public Works or his/her designee or his designee. The General Foreman Superintendent of Public Works or his/her designee or his designee shall have the right to omit collections from any premises where a vicious dog is permitted to run at large or where employees of the Village are subject to any unnecessary danger or hazard.

A. Residential.

(1) Regular collections from residential areas shall be made from Monday through Friday on regular working days and on days and hours scheduled by the General Foreman Superintendent of Public Works or his/her designee or his designee.

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Comment (MS6): Provided by Village?

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→ on published
not leaf collection
schedule.

(2) All refuse shall be in the rolling cart issued by the Village except in those locations where the rolling cart is not deemed usable, a container commercially manufactured for this purpose and not exceeding 32 gallons in size, having a tight-fitting cover and a maximum filled weight of 50 pounds, except that garden refuse and rubbish will be accepted in wooden boxes, baskets or pails with handles and that in certain instances one and one half-cubic-yard receptacles dumpsters are authorized by the General Foreman Superintendent of Public Works or his/her designee or his designee.

Comment [MB7]: Issued by Village
Field Code Changed

[Amended 1-2-1996 by L.L. No. 1-1996]

(3) Quantities of refuse to be collected are limited as follows:

(a) Residential private dwellings:

(1) Garbage: one rolling cart or the equivalent of two four thirty-two-gallon containers per each two dwelling unit's family each collection day. Additional Rolling Carts will be issued to property owners by request for a fee of \$3.00 per week paid annually in advance.

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[Amended 1-2-1996 by L.L. No. 1-1996]

(2) Rubbish Organics: the equivalent of two thirty two-gallon containers each collection day, plus an additional equivalent of three thirty-two-gallon containers during the months of May through October inclusive. Bundled and tied tree trimmings not exceeding four feet in length and 24 inches in any other dimension, bagged leaves and grass clippings shall be collected during the months of May through October inclusive, equal to one thirty-two-gallon container.

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Comment [MB8]: why?
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Comment [MB9]: Do we really follow this restriction?

[Amended 1-2-1996 by L.L. No. 1-1996]

(3) Christmas trees. Trees shall be placed at the curb area and will be collected by regular collection or special collection during the month of January each year. Trees do not have to be cut to meet the length requirement described in Subsection A(3)(a)[2] of this section.

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Field Code Changed

(4) Large household items. All large household items, such as furniture, refrigerators, etc., will be collected from the curb area only and by special vehicle, by appointment with the Department of Public Works. The General Foreman Superintendent of Public Works or his/her designee or his designee shall have the authority to decline certain materials in accordance with the Village's ability to dispose of such materials.

(5) Ashes. Ashes must be thoroughly water-quenched and placed in one fireproof metal receptacle, weighing not more than 50 pounds filled, and placed with rubbish for collection.

Field Code Changed

(6) Newspapers, magazines and cardboard. Newspapers, magazines and cardboard shall be placed for collection in accordance with the provisions of Chapter 237, Recycling.

Field Code Changed
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[Amended 5-6-1991 by L.L. No. 5-1991]

(b) Residential multifamily dwellings:

(1) Where a multifamily dwelling is equipped with incinerator facilities operative in accordance with the Westchester County Environmental Protection Agency, all refuse must be incinerated, and the Village shall collect and dispose of all incinerated residue on regularly scheduled days. Such residue shall be put in suitable containers as outlined in Subsection A(2) of this section and placed at the curb for collection unless otherwise authorized by § 183-7 of this article.

Field Code Changed
Field Code Changed

(2) Where a multifamily dwelling is not equipped with incinerator facilities The Village shall collect all refuse two days a week from high density dwellings not serviced by curbside collections as scheduled by the General Foreman Superintendent of Public Works or his/her designee or his designee. All refuse must be properly separated pursuant to § 183-7 of this article and put in suitable containers as outlined in Subsection A(2) of this section.

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(3) Subsection A(3)(a)[3], [4] and [5] of this section shall also apply to residential multifamily dwellings.

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(4) In areas of collection where a dumpster is used for collection purposes, the size of the dumpster to be used shall be approved by the Superintendent of Public Works or his/her designee prior to the Village providing collection services.

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Field Code Changed

[Added 1-2-1996 by L.L. No. 1-1996]

HW 12-6-17

- when bagged
- when piled
- Bags of leaves & grass 4/1 to 12/3
- Leaf piles on curbs Mid November
mix December based

B. Commercial. The following limitations apply to collection practices of the Village and are not to apply to private collection operations which supplement regular Village collections and are contracted for by the owners, landlords or tenants due to excessive accumulations of refuse.

Field Code Changed

(1) Regular collections from commercial areas shall be made from Monday through Friday on days and hours scheduled by the General Foreman Superintendent of Public Works or his/her designee or his designee.

Field Code Changed

(2) All refuse shall be in a container commercially manufactured for this purpose and not exceeding 32 gallons in size, having a tight-fitting cover and a maximum filled weight of 50 pounds.

Field Code Changed

[Amended 1-2-1996 by L.L. No. 1-1996]

(3) Quantities of refuse to be collected are limited as follows:

Field Code Changed

(a) Garbage: the equivalent of two four thirty-two-gallon containers each scheduled collection day.

Field Code Changed

[Amended 1-2-1996 by L.L. No. 1-1996]

(b) Rubbish: the equivalent of two thirty-two-gallon containers each collection day.

Field Code Changed

[Amended 1-2-1996 by L.L. No. 1-1996]

(c) Ashes. Ashes must be thoroughly water-quenched and placed in one fireproof metal receptacle, weighing not more than 50 pounds filled, and placed with rubbish for collection.

Field Code Changed

(d) Newspapers, magazines and cardboard. Newspapers, magazines and cardboard shall be placed for collection in accordance with Chapter 237, Recycling.

Field Code Changed

[Amended 5-6-1991 by L.L. No. 5-1991]

(e) In areas of collection where a dumpster is used for collection purposes, the size of the dumpster to be used shall be approved by the Superintendent of Public Works or his/her designee prior to the Village providing collection services.

Field Code Changed

[Added 1-2-1996 by L.L. No. 1-1996]

(4) All refuse to be collected pursuant to Subsection B(1), (2) and (3) above, regardless of whether or not collected by the Village, shall be placed at curbside no earlier than 11:00 p.m. the day before the day of collection as scheduled by the General Foreman Superintendent of Public Works or his/her designee or his designee.

Field Code Changed

[Added 7-15-1985 by L.L. No. 4-1985; amended 1-2-1996 by L.L. No. 1-1996]

Field Code Changed

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C. Prohibitions.

Field Code Changed

(1) Use of barrels, drums, kegs, cardboard boxes or cloth bags for the containing of garbage is prohibited.

Field Code Changed

(2) Empty receptacles shall be removed from the curb area immediately within 12 hours after collection unless otherwise prescribed by the General Foreman Superintendent of Public Works or his/her designee or his designee.

Field Code Changed

Comment [MB10]: Is this really a prohibition?

(3) Refuse receptacles shall be stored on private property on a location adjacent to a principal or accessory use building, but in no case shall such receptacles be stored forward of the front of the building line of the principal structure unless they are off the sidewalk area and completely obscured from public view, unless approved by the General Foreman Superintendent of Public Works or his/her designee or his designee.

Field Code Changed

Comment [MB11]: Is this really a prohibition?

Field Code Changed

(4) It shall hereafter be illegal for any person to construct, place or build facilities for the storage of receptacles below property grades (underground).

Field Code Changed

(5) Receptacles shall not be placed for collection inside or within any building, accessory use building or garage or any place above or below ground level.

Field Code Changed

(6) No person shall prevent or interfere with any employee of the Village in the sweeping or cleaning of any street, sidewalk or right-of-way or in the removal therefrom of sweepings, litter, snow, ice or other refuse material.

Field Code Changed

(7) No person, other than an authorized employee or agent of the Village or a private collection agency authorized by the owner or occupant of the property, shall disturb or remove any garbage, refuse, rubbish, paper or boxes that have been placed outside of private houses, apartment houses, business or commercial buildings or lots for removal.

Field Code Changed

(Confirm w Howard)

Residential
12 hours

by 9am or
by 9am w/in an hour
which is
Commercial
immediately

demolition

(8) No employee of the Village, in the course of his duties, shall be required to enter a building or structure to gather or collect any refuse.

Field Code Changed

§ 183-9. Materials not collected by Village.

construction

Field Code Changed

The Village shall not collect or dispose of any debris, including but not limited to such as plaster, stone, brick, sawdust, ~~wood products~~, sod or dirt resulting from general contracting, renovating or landscape contracting, nor shall the Village collect or dispose of any cleaning establishment waste, highly combustible materials, junk automobiles or branches and tree stumps ~~unless they are split in sections six inches or less in diameter and three feet or less in length.~~ Removal of such debris shall be arranged privately.

Comment [MB12]: Does this make sense -- such at 2 x 4's?

§ 183-10. Excessive accumulation of refuse.

Field Code Changed

A. Any accumulations of refuse resulting from failure of any person to comply with any provision of this article or from failure of such person to take advantage of the regular collection service maintained by the Village and any waste building materials in excess of ordinary household refuse of such materials shall be removed by such person at his expense.

Field Code Changed

B. The Department of Public Works will collect from the premises on scheduled days an amount of all classes of refuse in accordance with limitations set forth in § 183-8, but where abnormal amounts are placed for collection, the Department reserves the right to refuse the materials, to defer the collection, to collect the material in part or to make a special collection thereof at charges authorized by the General Foreman ~~Superintendent of Public Works or his/her designee or his designee.~~

Field Code Changed

Field Code Changed

C. The General Foreman ~~Superintendent of Public Works or his/her designee or his designee~~ is authorized to enter into an agreement with any person in commercial areas for the collection of excessive accumulations of abnormal amounts of all classes of refuse.

Field Code Changed

§ 183-11. License required for private refuse, waste and rubbish collection vehicles.

Field Code Changed

A. No collection vehicles, other than those owned by the Village, shall make collections unless a license is procured for each as hereinafter provided.

Field Code Changed

B. The Village Clerk shall accept applications for the licensing of each private collection vehicle, and such sworn and notarized applications shall contain but not be limited to the following:

Field Code Changed

(1) The name and address of the owner of the subject vehicle.

Field Code Changed

(2) If the vehicle is owned by other than an individual person, the name and address of the firm, partnership, corporation or other. If a corporation, indicate the state in which incorporated or chartered and the date of such official recognition.

Field Code Changed

(3) The full names, addresses and dates of birth of all owners, officers, partners, managers, members of the Board of Directors and holders of 10% or more of the outstanding stock or the indebtedness of such firm. [Amended 10-19-2009 by L.L. No. 7-2009]

Field Code Changed

(4) Whether the applicant or any of the above named have ever been arrested for any crime or offense other than a traffic violation and, if so, that person's name and the charge, jurisdiction, date and disposition of each offense.

Field Code Changed

(5) Whether any of those named in Subsection B(3) above is or has been affiliated in any way with any other refuse, waste or rubbish collection firm and, if so, with whom and how.

Field Code Changed

(6) Whether any of those listed in Subsection B(3) above has ever been denied a license for the purpose of refuse, waste or rubbish collection and, if so, whom, the jurisdiction and date.

Field Code Changed

Field Code Changed

(7) The make, year, model of chassis, body style, covering and color of the subject vehicle.

Field Code Changed

Field Code Changed

5026
\$ 10

(8) The current New York State registration and plate number of the subject vehicle. If registration and/or plate numbers change during the period for which the vehicle is licensed, this change shall be reported, in writing, to the Village Clerk within 48 hours of such occurrence.

Field Code Changed

(9) The expiration date of the vehicle registration.

(10) The unladen and maximum gross weight of the vehicle.

Field Code Changed

(11) The routes on which the vehicle will operate within the Village.

Field Code Changed

(12) The approximate volume and tonnage the vehicle will handle per day.

Field Code Changed

(13) A listing of the present customers, with addresses which will be serviced by the vehicle within the Village.

Field Code Changed

(14) The hours and days during which the vehicle will normally operate within the Village.

Field Code Changed

(15) The disposal site or sites used or planned.

Field Code Changed

(16) The garage or lot location where such vehicle is normally stored.

Field Code Changed

(17) The name of the vehicle insurance carrier, policy number and expiration date.

Field Code Changed

(18) The certificate of employee disability insurance number.

Field Code Changed

(19) Certification that each vehicle has been issued a valid New York State Department of Motor Vehicles inspection sticker and that the vehicle has passed any and all other licensing requirements as set forth by any other governmental agency or body.

Field Code Changed

Field Code Changed

[Added 8-20-1984 by L.L. No. 12-1984]

C. The forms to be supplied by the Village Clerk for the application hereto set forth shall be completely executed by the applicant and verified, and such license, if approved, shall be for the calendar year in which the license is issued.

Field Code Changed

D. Denial of application or revocation of license.

(1) If any application for a license contains any false or misleading statement or omits to disclose any pertinent information, such false statement or omission shall be cause for denial of the application or immediate revocation of any license presently in effect.

Field Code Changed

Field Code Changed

(2) The Village Clerk, upon receipt of a negative recommendation of the General Foreman Superintendent of Public Works or his/her designee or the Chief of Police or his/her designee, shall deny any application or immediately revoke any license presently in effect.

Field Code Changed

(3) Upon the denial of an application or the revocation of a license, the applicant or licensee may, within 30 days of such denial or revocation, appeal, in writing, to the Village Board for a hearing to review the determination of the Village Clerk.

Field Code Changed

E. This license is not transferable except when current New York State vehicle registration is transferred to another vehicle and then only when notification is made to the Village Clerk prior to the transfer and when the subject vehicle has been approved by the General Foreman Superintendent of Public Works or his/her designee or his designee.

Field Code Changed

F. All applications must be reviewed by the Chief of Police or his/her designee and the General Foreman Superintendent of Public Works or his/her designee or his designee before a license may be issued by the Village Clerk.

Field Code Changed

(1) For the purpose of inspection, each vehicle shall, at the time of application, possess a valid New York State Department of Motor Vehicles inspection certificate. Furthermore, the applicant is to certify that any and all other inspection requirements as set forth by any other governmental agency or board have been met.

Field Code Changed

[Amended 8-20-1984 by L.L. No. 12-1984]

(2) The Chief of Police or his/her designee shall cause a search to be made into the truth of the statements contained in the application for a license. After completing such investigation, the Chief of Police or his/her designee shall transmit to the Village Clerk his written recommendation as to either the granting or denying of said application.

Field Code Changed

[Amended 11-2-1992 by L.L. No. 22-1992]

3

(3) The recommendations by the General Foreman ~~Superintendent of Public Works or his/her designee or his designee~~ and the Chief of Police ~~or his/her designee~~ shall be based upon a determination as to whether the public health, safety and welfare shall best be served by the granting or denying of the application.

Field Code Changed

G. A fee for the licensing of each vehicle under application shall be required upon the submission of said application in the amount as adopted by resolution of the Board of Trustees ~~Editor's Note: Such fee is on file and available for inspection in the office of the Village Clerk during regular office hours.~~ for each license for the calendar year or any part thereof. The fee for any license not approved shall be returned, minus a service and handling charge as adopted by resolution of the Board of Trustees. ~~Editor's Note: Such service and handling charge is on file and available for inspection in the office of the Village Clerk during regular office hours.~~

Field Code Changed

[Amended 5-6-1991 by L.L. No. 5-1991]

H. Licenses shall not be renewed, but rather a new application must be made each year, and a license fee as adopted by resolution of the Board of Trustees shall be paid.

Field Code Changed

[Amended 5-6-1991 by L.L. No. 5-1991]

I. The Village Clerk shall issue a replacement license for one which has been lost or destroyed upon the filing of a required affidavit, payment of the fee as adopted by resolution of the Board of Trustees and approval of the Chief of Police ~~or his/her designee~~ and the General Foreman ~~Superintendent of Public Works or his/her designee or his designee.~~

Field Code Changed

[Amended 5-6-1991 by L.L. No. 5-1991]

J. The license to be issued by the Village Clerk shall be prominently displayed on the lower right corner of the left front access door not more than three inches from the vertical and horizontal edges.

Field Code Changed

K. A certificate of insurance, with the Village endorsed on the certificate as coinsured/additional or named insured, in the following minimum amounts is required:

Field Code Changed

[Amended 5-6-1991 by L.L. No. 5-1991]

(1) Personal injury: \$1,000,000 per individual and \$1,000,000 per occurrence.

Field Code Changed

(2) Property damage: \$1,000,000 per individual and \$1,000,000 per occurrence.

Field Code Changed

Field Code Changed

§ 183-12. Operation of private refuse, waste and rubbish collection vehicles.

A. It shall be unlawful to dispose of any refuse collected within the Village at any location other than that so designated by the Village Board.

Field Code Changed

B. Private collection vehicles shall operate only between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays as otherwise provided, except in those areas designated as a location where Monday through Friday collection may be made between the hours of 4:00 a.m. and 5:00 p.m. The Board of Trustees, upon written application from a property owner, may consider the designation of such an exempted location. This decision shall be based upon the real need for such exemption, its effect on the encompassing zoning district, the likely effect of noise to residential dwellings in close proximity to the location, and any history of noise complaints relative to the collection of the abovementioned materials at that location or other nearby locations during the specified hours.

Field Code Changed

Comment [MB13]: Is this true anymore? Or do private haulers pick up on Saturdays?

[Amended 5-6-1991 by L.L. No. 5-1991; 6-22-1998 by L.L. No. 8-1998; 4-15-2002 by L.L. No. 5-2002]

C. No collection whatsoever shall be made on Saturdays, Sundays or other days designated by the Village.

Field Code Changed

[Amended 5-6-1991 by L.L. No. 5-1991]

D. Garbage collection vehicles shall be completely enclosed and watertight.

Field Code Changed

E. Rubbish collection vehicles wherein no garbage is transported may be of an open refuse-collection type, provided that such vehicles are fitted with a suitable canvas or other cover to prevent any material from being discharged while such vehicles are in transit.

Field Code Changed

F. Collections are to be made in such manner as not to permit debris, litter and the like to fall upon property, public or private, or upon any highway within the Village.

Field Code Changed

G. Vehicles designed or known as "rear loaders" or "rear load packers" shall be completely closed in transit, either by use of the exterior-closing-door mechanism or by having all refuse compacted between the pushout blade and the packer blade.

Field Code Changed

H. All accessory doors, including the main loading door, shall be closed in travel on public highways unless the subject vehicle is engaged in a continuous servicing of adjacent structures on said highway.

Field Code Changed

I. Collection vehicles shall be subject to inspection at any time by authorized representatives of the Department of Public Works or peace officers of the Village for the purpose of enforcement of this article. All licensed firms or their employees shall be required to give aid and cooperation when requested to do so by such Village personnel in the performance of the enforcement of this article.

Field Code Changed

J. Where, as required by the collection practice, containers of one cubic yard or more are used, such containers must prominently display the name and address of the individual or firm owning such container. Containers must have covers and must be covered at all times. Containers must be kept clean and sanitary at all times.

Field Code Changed

K. All collection vehicles shall be properly identified by the person owning such vehicles, including the name and address, and shall be kept clean and sanitary both inside and out.

Field Code Changed

§ 183-13. Enforcement.

Field Code Changed

By virtue of the adoption of this article, the General Foreman Superintendent of Public Works, a designated Code Enforcement Officer or his designee and a member of the Police Department shall be empowered to enforce the prohibitions and regulations under all sections of this article.

§ 183-14. Penalties for offenses.

Field Code Changed

[Amended 5-6-1991 by L.L. No. 5-1991]

The violation of any provision of this article shall be an offense against the law which shall be punishable as provided in Chapter I, General Provisions, Article II, and each day that such violation shall be permitted to exist shall constitute a separate offense, except that any violation of § 183-12 herein shall, in addition to the above penalties, subject the violator to suspension or revocation of the license issued pursuant to § 183-11 herein.

Field Code Changed

Field Code Changed

Field Code Changed

Field Code Changed

Field Code Changed

§ 183-15. Conflicts with other laws.

This article shall not be affected by any other local law or ordinance or parts of any local law or ordinance heretofore enacted by the Village Board in conflict or inconsistent with the provisions of this article, and this article shall supersede such.



**Department of
Transportation**

ANDREW M. CUOMO
Governor

PAUL A. KARAS
Acting Commissioner

December 21, 2017

Honorable Drew Fixell
Mayor, Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

RECEIVED
DEC 27 2017
TARRYTOWN VILLAGE
ADMINISTRATOR

**RE: P.I.N. 8025.00 / D263671
ROUTE 100C OVER ROUTE 9A BRIDGE REPLACEMENT, WATER MAIN
RELOCATION
VILLAGES OF TARRYTOWN, BRIARCLIFF MANOR AND SLEEPY HOLLOW
WESTCHESTER COUNTY**

Dear Mayor Fixell:

As a follow-up to our letter dated December 18, 2017, the Department would like to rearticulate some information originally presented. We spoke in more detail with our Real Estate Group about the easement procurement process, and the Department cannot acquire any easement rights on behalf of the Village. In order to accommodate the relocated water main, the Village will need to secure appropriate easement rights from Loop Road Holdings LLC for the State Contractor to access and construct the 30" water main bypass for the Villages. If it will help expedite the Village's efforts, the Department can prepare the description of the easement area needed for the relocation.

The State assumes that the Village will have the permanent easement filed in the County Clerk's Office no later than May 1, 2018, in order to allow for the construction of the new 30" water main to take place at the beginning of the construction project so it is ready to be put in service during the low consumption period. If the easement is not obtained by that point, said water main relocation work may need to be removed from the contract.

As previously stated, the Department is submitting the Plans, Specifications and Estimate this Thursday, December 21st. The State will add into the Contract Plans the approximate location of the 30" water main bypass so the bidders can acknowledge the intent of the water main relocation. In return, the Towns must agree to submit a design package, including but not limited to:

- Plan layout (final location)
- Profile
- Details (trench, connections, sequence of construction)

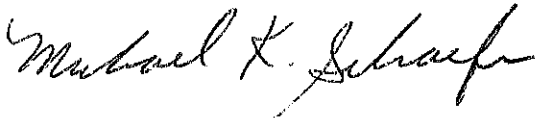
- Existing conflicts (drainage and other utilities) and solution actions
- Westchester County Department of Health approval
- Specifications
- Estimate

All of this information must be submitted not later than January 19, 2018. Once the information is received the State will review and prepare the corresponding amendment package.

The Department's goal is to serve all of our Stakeholders in the best means possible. We would appreciate that the information requested above be submitted as soon as possible, so our Engineers will have the time to review and include the corresponding information into the State Contract.

If you have any general project questions, please contact Project Engineer Oscar Olarte, P.E. at 845-431-5876 or e-mail at Oscar.Olarte@dot.ny.gov. If you have any Real Estate related questions, please contact Dawn Williams at 845-431-3360 or e-mail at Dawn.Williams@dot.ny.gov.

Sincerely,



Michael K. Schaefer, P.E.
Regional Design Engineer

cc: Richard Slingerland, Village Administrator, Village of Tarrytown
Donato Pennella, P.E., Village Engineer, Village of Tarrytown

INTERMUNICIPAL AGREEMENT
FOR
PROFESSIONAL SERVICES

Route 100C 30" Water Main Relocation Project

This is an Intermunicipal Agreement for professional services by and between the Village of Briarcliff Manor, a New York municipal corporation with offices at Village Hall, 1111 Pleasantville Road, Briarcliff Manor, New York 10510 ("Briarcliff Manor"), the Village of Sleepy Hollow, a New York municipal corporation with offices at Village Hall, 28 Beekman Avenue, Sleepy Hollow, New York 10591 ("Sleepy Hollow") the Village of Tarrytown, a New York municipal corporation with offices at Village Hall, One Depot Plaza, Tarrytown, NY 10591 ("Tarrytown"), and Woodard & Curran Engineering P.A. P.C, 709 Westchester Avenue, Suite L2, White Plains, New York 10604 ("Provider").

WHEREAS, Article 5 G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provisions of services; and

WHEREAS, the parties to this Agreement are concerned about escalating government costs and the increasing tax and fees burden to their respective property owners and residents; and

WHEREAS, because the parties utilize and share the same connection to the Catskill Aqueduct, they have a common interest in the improvement and maintenance of water services therefrom, the water supply and the transmission service; and

WHEREAS, the New York State Department of Transportation ("DOT") intends to undertake a project involving certain construction activities on New York State lands and roads in the area of the Route 9A Bridge and New York State Route 100C in the Towns of Mount Pleasant and Greenburgh (the "Route 100C Project"); and

WHEREAS, the Villages' common water supply system includes a 30" water main located directly within the Route 100C Project area, which DOT has agreed to relocate at its own cost and expense; and

WHEREAS, as part of the Route 100C Project, Briarcliff Manor has issued a Request for Proposals for water main relocation engineering design services, awarded same to Provider, the costs of which shall be borne by DOT in accordance with their letter dated _____ which is annexed hereto as Exhibit A; and

WHEREAS, given their consolidated interests with respect to the water supply and transmission service which will be impacted by the Route 100C Project, the Villages wish to share equally in any costs incurred in connection with this contract, if any.

NOW, THEREFORE, in consideration of the premises and the provisions hereinafter set forth, the following constitutes a binding agreement by and between the parties.

Article 1. Scope of Work

Provider agrees to perform all services set forth in and in accordance with Provider's proposal letter dated _____, which is annexed to and made a part of this Agreement as Exhibit B (the "Services").

Article 2. Performance of Services

In performing the Services, Provider shall assign qualified personnel and act in accordance with the professional standards and with the skill, diligence, and quality control/quality assurance measures expected of a recognized service firm performing engineering services of a similar nature.

Provider shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations. In addition, Provider and its employees and agents shall comply with all Federal, state, and local personnel safety rules and all applicable conditions or requirements of any permit, authorization, order, or directive issued by the Village or any court or agency.

Article 3. Provider's Representations

Provider represents that it is fully experienced, properly qualified, sufficiently capitalized and financed, and properly permitted, equipped, and organized to perform the Services.

Provider understands that part or all of the data, analyses, or conclusions developed in the performance of the Services may be public and subject to Freedom of Information Law and may be submitted to other governmental agencies or to courts of law.

Provider acknowledges that the Villages will be relying upon the accuracy, competency, and completeness of Provider's performance and the Services.

Article 4. Compensation and Payment

For satisfactory performance of the Services, the Villages agree to compensate Provider in accordance with Exhibit B.

The Villages will pay the amounts due Provider within 30 days after acceptance by the Briarcliff Manor Village Engineer in his sole discretion.

Article 5. Independent Contractor

In performing the Services and incurring expenses under this Agreement, Provider shall operate as, and have the status of, an independent contractor and shall not act as agent or employee or be an agent or employee of the Villages. As an independent contractor, Provider shall be solely responsible for determining the means and methods of performing the Services, shall have complete charge and responsibility for Provider's personnel engaged in the performance of the Services, and whenever possible shall use its own equipment and facilities.

Article 6. Ownership of Documents

All documentation, reports, data, and the like, including all copies thereof, prepared or compiled by or on behalf of Provider in connection with its performance of the Services are the exclusive property of the Village regardless of whether it is delivered to the Villages. Copies of all such documentation shall be delivered to the Villages at or prior to the expiration or termination of this Agreement.

Notwithstanding the forgoing, for so long as Provider is engaged by the Villages to provide Services or has any responsibility to correct deficiencies under Article 9 of this Agreement, Provider also shall retain a copy of all such documentation.

Article 7. Insurance for Villages

Provider shall maintain, at its expense, Workers' Compensation Insurance, liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed in the Villages' Sample Insurance Agreement – Architects & Engineers, annexed hereto as Exhibit C. Policies for that insurance shall be in the broad form available on usual commercial terms and shall be written by insurers of recognized financial standing who are satisfactory to the Village and who have been fully informed as to the nature of the Services. Except for Workers' Compensation and professional liability insurance, if any, the Villages shall be named as an additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of Provider and not of the Villages. Notwithstanding anything to the contrary in this Agreement, Provider irrevocably waives all claims against the Villages for all losses, damages, claims, or expenses resulting from risks that are commercially insurable, but Provider's provision of insurance coverage shall not in any way limit Provider's liability under this Agreement.

Each policy of insurance shall contain clauses to the effect that such insurance (except professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Villages with respect to the Villages' interests and that such insurance shall not be cancelled, materially changed, or not renewed for any reason, including non-payment of premium, without 30 days prior written notice to the Village. The Village shall have the option to pay any necessary premiums and charge the cost back to Provider.

Simultaneously with the execution of this Agreement, Provider shall deliver Certificates of Insurance to the Villages evidencing Provider's compliance with these requirements.

Article 8. Indemnification

To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend the Villages, their officials, agents and employees or any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the

agreement. Notwithstanding the foregoing, Provider's obligation to indemnify the Village, its officials, agents and employees or any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Provider to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Provider.

Article 9. Responsibility to Correct Deficiencies

Provider shall correct, in a timely fashion and at Provider's sole expense, any deficiencies in the Services provided such deficiencies are reported to Provider prior to thirty (30) days after completion of the Services.

Article 10. Survival of Obligation

Provider's obligations, and those of Provider's employees, agents, successors, and assignees under Article 6 (Ownership of Documents), Article 8 (Indemnification), and Article 9 (Responsibility to Correct Deficiencies) shall survive completion of the Services, expiration or termination of this Agreement, and final payment under this Agreement.

Article 11. Termination

The Villages may terminate this Agreement in whole or in part at any time upon 10 days notice if Provider fails to provide the Services in accordance with this Agreement, if the Village is reasonably dissatisfied with Provider's work under this Agreement after giving Provider reasonable notice and an opportunity to address its dissatisfaction, or if Provider is in default under or breach of this Agreement. Provider may terminate this Agreement at any time upon 10 days notice if the Village fails to make any payment to Provider under this Agreement after 30 days notice. Any such termination of this Agreement shall not relieve the Village of its obligation to pay charges due Provider for Services properly performed and expenses properly incurred prior to such termination and shall not relieve Provider of any liability arising from any act or omission of Provider or its employees or agents. Upon termination, Provider shall deliver to the Village all documents required to be delivered pursuant to Article 6.

Article 12. Assignment

Provider shall not assign any of its rights, interests, or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express written consent of the Village. Any subcontract or assignment shall be subject to all of the terms of this Agreement.

Article 13. Waiver and Severability

The failure of either party to enforce, at any time, any provision of this Agreement shall not constitute a waiver of such provision in any way or waive the right of either party at any time to avail

itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by either party unless such waiver is given in writing by the waiving party. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision or any other application of that provision.

Article 14. Miscellaneous

All notices hereunder shall be deemed to be duly given if in writing, signed by the party or the representative of the party giving the notice, and sent to the other party at the address set forth in this Agreement by certified mail, return receipt requested, by Federal Express or similar overnight courier, or by facsimile transmittal with confirmation by regular first class mail.

This Agreement has been negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.

Provider and its subcontractors shall not engage in any discriminatory hiring practice or accept any engagement which might conflict with Provider's responsibilities under this Agreement.

Article 15. Consent to Jurisdiction and Venue.

Provider consents to jurisdiction in the Courts of the State of New York and to venue in Westchester County, New York, in any action for monetary, injunctive, declaratory, or other relief under any provision of this Agreement.

Article 16. Entire Agreement

The rights and obligations of the parties, and their respective agents, successors, and assigns, under this Agreement shall be subject to and governed by this Agreement, including Exhibits A and B, and this Agreement supersedes any other understanding or writing between the parties. No change, amendment, or modification of any term or condition of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

Any discrepancy between the foregoing provisions of this Agreement and Exhibits A and B to this Agreement, whether or not specifically identified, shall be resolved in favor of the foregoing provisions of this Agreement.

Article 17. Agreement Among the Villages

Notwithstanding DOT's obligations with respect to the Route 100C Project and the work under this Agreement, in the event that any Village incurs any costs in connection with this Contract, which costs are not reimbursed by DOT, the Villages shall each be responsible for their share of such costs as follows: Briarcliff Manor - _____%, Sleepy Hollow - _____% and Tarrytown - _____%.

DRAFT: 12/26/17 FOR REVIEW ONLY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of January, 2018.

Village of Briarcliff Manor

[Provider]

By: _____
Philip Zegarelli, Village Manager

By: _____

Village of Sleepy Hollow

By: _____
Ken Wray, Mayor

Village of Tarrytown

By: _____
Drew Fixell, Mayor

Exhibit A

[DOT Reimbursement Letter]

Exhibit B

[Providers Proposal]

Exhibit C

[Village's Sample Insurance Agreement – Architects & Engineers, Annexed]



Virtual Towns & Schools - Services Contract Addendum

Agreement between Virtual Town Hall Holdings, LLC of Boxborough, MA ("VTHH") and the Village of Tarrytown, New York ("Client").

WITNESSETH:

WHEREAS, VTHH is the current primary website services provider for Client, and

WHEREAS, the Client hereto desires to redesign the look & navigation of its current VTHH website,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree to amend their current agreement as follows:

1. VTHH will provide a new, custom design for the main website based on the Client's direction and ultimately approved by the Client prior to implementation.
2. Services summary, payment terms, and other elements for this addendum are contained in Exhibit A hereto. Note: This addendum comprises one-time services and costs, VTS's annual costs will remain unchanged from the current contract.

Village of Tarrytown, NY
One Depot Plaza
Tarrytown, NY 10591-3199

Virtual Town Hall Holdings, LLC
1300 Massachusetts Avenue
Boxborough, MA 01719

Signature

Name

Title

Date

Millard Rose
President

(Date)

Keeping You Ahead of Rising Expectations

Exhibit A

One Time Charges: Design & Development Village of Tarrytown, NY

Phase 1: Main Website Design (Including "Responsive Design")

- Create Site Homepage Design & Layout; Modify Design until Approved
- Create Subpage Design & Layout

Phase 2: Site Implementation

- Identify Global Navigation, Cascading Navigation & Related Links
- Implement Design within VTS Responsive Design Content Management System

Phase 3: Content Development

- Re-map All Existing Web Pages as Necessary into New Design

Phase 4: User Training

- One (1) On-Line Group Training Session (Approx 1.5 to 2 hrs).
Note: Small Amount of Training Needed for Existing Users.

Phase 5: Website Deployment

- Final Site Review and Link Checking
- DNS Activities

Total "One-Time" Charges for Project:

\$4,200

Payment Terms:

- \$1,400 of project costs invoiced upon execution of contract (Due on Receipt)
- \$1,400 of project costs invoiced on 6/1/18
- \$1,400 of project costs invoiced on 6/1/19



**SUSTAINABLE
WESTCHESTER**
Sharing. Saving. Solutions.

55 Maple Avenue
Mount Kisco, NY 10549
914-242-4725
www.sustainablewestchester.org

January 2, 2018

To: Sustainable Westchester Member Municipalities
From: Ron Kamen, Program Director
Re: Clean Transportation Project Intermunicipal Agreement

Dear Sustainable Westchester Member,

Last year, Sustainable Westchester (SW) launched the SW Clean Transportation Project to help our municipal members save taxpayer dollars with zero emission, cost-saving, mission-compatible Electric Vehicles (EV) for their fleets - and provide aggregation discounts on Electric Vehicles (EVs) to constituents.

In 2017, we created successful municipal fleet and residential discount programs for the Nissan Leaf and BMW i3, and assisted members in securing NYS grant funds for charging stations.

The Clean Transportation Project is now aiming to secure aggregation discounts for more of the 40+ EVs on the market today – and to expand the program to EV and Plug-In Hybrid EV trucks, and buses, as well as electric landscaping equipment.

We are asking members to pass the attached Clean Transportation Project Intermunicipal Agreement (IMA).

The IMA will allow Sustainable Westchester to:

1. Work with member municipalities to issue Invitations to Bid and Requests for Proposals for various types of EVs for municipal fleets;
2. Aggregate municipal purchases to gain discounts on fleet EVs, EV charging stations, and electric landscaping equipment; and
3. Leverage the municipal EV fleet purchases to get local auto dealers to participate in the creation of EV Community Aggregation Discounts for constituents (similar to the Solarize program).

The first IMA effort will focus on the 2 Toyota Prius Primes that the Town of Bedford is seeking to purchase for its fleet. However, we wish to work with members to aggregate purchases for additional EVs as well.

Please email Ron Kamen: Ron@EarthKindEnergy.com or call 917-453-5740 for more information.

KEANE & BEANE P.C.
ATTORNEYS AT LAW

■ Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868

■ Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120

MEMORANDUM

TO: Supervisor Chris Burdick and the Members of the Town of Bedford Town Board

FROM: Eric L. Gordon, Esq. *ELG*

RE: Municipal Cooperation Agreement With Sustainable Westchester

DATE: December 14, 2017

Attached is a Municipal Cooperation Agreement for the Sustainable Westchester Clean Transportation Project (the "Agreement"). The Agreement allows Sustainable Westchester to solicit bids, or send out Requests for Proposals, as appropriate, on behalf of participating municipalities, for hybrid and electric vehicles. The purpose is to obtain discounted "fleet" pricing from dealers based on aggregated municipal purchasing. The Agreement does not require the Town of Bedford to accept any bids for such vehicles obtained through Sustainable Westchester. In addition, Sustainable Westchester's fees shall be paid by the dealership providing the hybrid and electric vehicles.

I have reviewed the Agreement and it is acceptable. I recommend that the Town Board adopt the attached Resolution authorizing the Supervisor to take all steps necessary to enter into and to sign the Agreement, subject to further review by the Town Attorney.

Please do not hesitate to contact me if you have any questions.

Encls.

MUNICIPAL COOPERATION AGREEMENT FOR
THE SUSTAINABLE WESTCHESTER CLEAN TRANSPORTATION PROJECT

This **MUNICIPAL COOPERATION AGREEMENT**, dated as of the ____ day of _____, 2017 (2018) is entered into by and among those several municipal corporations, organized and existing under the laws of the State of New York, which may from time to time execute and deliver this Agreement, thereby agreeing to be bound by its terms and conditions, and which are hereinafter individually referred to as a "Participant" and collectively referred to as the "Participants."

RECITALS

WHEREAS, Article 5-G of the New York General Municipal Law authorizes municipal corporations to enter into agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other; and

WHEREAS, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district; and

WHEREAS, Each of the Participants is a "municipal corporation" as defined above; and

WHEREAS, Electric Vehicles (EVs)...

... cost 50-70% less in fuel to operate than combustion engines;

... have 90% fewer parts and are less expensive to maintain;

... produce zero emissions and reduce local air pollution;

... dramatically decrease greenhouse gases;

... are growing worldwide at an annual rate of 70% per year; and

WHEREAS, The Participants wish to enter into a cooperative agreement for the purpose of identifying and qualifying auto dealers and manufacturers interested in Electric Vehicle (EV) Discounts for Municipal Fleets and in comarketing programs and aggregation discounts for municipal, institutional & private citizen purchases of plug in electric passenger vehicles ("EV"), plug-in hybrid electric vehicles, and electric vehicle charging systems and electric landscaping equipment in order to facilitate the deployment of EVs within Westchester County;

IN CONSIDERATION OF the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants covenant and agree as follows:

1. PARTICIPANTS

The Participants hereby designate themselves under this Agreement as the Sustainable Westchester Clean Transportation Program ("SW CTP") for the purpose of soliciting bids for municipal fleets as well as comarketing and aggregate purchasing of EVs and EV charging systems for businesses and private citizens.

The following Participants shall constitute the initial membership of the SW CTP: _____ . Membership in the SW CTP may be offered to any municipal corporation, as that term is defined in Section 119-n of the General Municipal Law, within the State of New York.

Notwithstanding anything to contrary set forth in this Agreement, admission of new Participants shall not require amendment of this Section 1. Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto, and applicable law.

2. JOINT SERVICE DESCRIPTION

The Participants hereby agree to cooperatively solicit bids (IFBs) and/or proposals from automobile dealers and manufacturers interested in offering Participants discounts on EVs for their Fleets as well as offering their respective constituents discounted EV and charging system sales and leases, and co-marketing the availability of such discounts with the Participants.

3. PARTICIPATION

Participants shall each execute and deliver to the Administrative Agent (as defined below) a counterpart of this Agreement, together with a resolution authorizing participation in the SW CTP, duly adopted by the Participant's governing body substantially in the form annexed to this Agreement as Exhibit A. Each Participant hereby agrees to:

- a. Cooperate with the SW CTP and the Administrative Agent in the execution of the Administrative Agent's duties and functions as set forth herein; and
- b. Provide promptly such information to the Administrative Agent as the Administrative Agent may reasonably request in order for the Administrative Agent to execute its duties and functions as set forth herein.

4. TERM AND RENEWAL

Each Participant's contractual commitment to participate under this Agreement shall be for a period of five (5) years from the date that the Participant adopts a resolution authorizing the execution of this Agreement and participation in the SW CTP. Participation may be renewed by a Participant's delivery to the Administrative Agent of an authorizing resolution which adopts the most current terms of this Agreement.

5. MANAGEMENT

Administrative services and duties required by this Agreement shall be performed by the Administrative Agent. The Administrative Agent shall be Sustainable Westchester, Inc., a New York not-for-profit corporation. The business, property, affairs, and activities of the Administrative Agent shall be governed by its Board of Directors (the "Board of Directors") in accordance with its bylaws. The Board of Directors, which consists of representatives elected by the Participants in accordance with the By-Laws, shall also be the governing body of the SW CTP.

6. AUTHORITY AND RESPONSIBILITY OF ADMINISTRATIVE AGENT

a. The Administrative Agent is hereby authorized and hereby agrees to perform the following duties as agent for and on behalf of each Participant:

- i to prepare, disseminate and, if necessary or desirable, advertise, Invitations for Bids ("IFBs") and/or Requests for Proposals (RFPs) (each a "Solicitation") containing appropriate details and bid specifications as the Administrative Agent deems appropriate to solicit offers from car dealers and manufacturers interested in offering Fleet EVs or EV and/or EV charging equipment purchase and/or lease solutions to SW CTP Participants and their respective constituents, and comarketing the availability of such solutions with the Participants. The contents of the Solicitations will be based upon the needs of Participants determined from information provided to the Administrative Agent by the Participants. The bid process shall be conducted in accordance with the requirements of the General Municipal Law. Participants otherwise agree to comply with the requirements of any statute or regulation specifically applicable to them with respect to the advertisement of public bids;
- ii in accordance with such bid specifications, to select one or more qualified EV and/or EV charging equipment dealers or manufacturer ("Provider") that meets all qualifications deemed appropriate by the Administrative Agent;
- iii to negotiate with a Provider the essential terms of one or more forms of EV sale or lease agreements, which shall be memorialized in an agreement with SW (the "Provider Agreement");
- iv to procure the services of professionals such as consultants, attorneys, independent auditors (each a "Professional" and together, "Professionals") and any other professional services it deems appropriate to assist the Administrative Agent and the Board of Directors in fulfilling its responsibilities under this Agreement, provided that: (i) the Professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Board of Directors; (ii) the procurement of such services shall be in compliance with the General Municipal Law; and (iii) the charges, fees and other

compensation for any contracted services shall be clearly stated in written service contracts or engagement letters;

- v to designate the bank(s) or trust company(ies) in which moneys received by the Administrative Agent on behalf of Participants shall be deposited;
- vi if applicable, to receive, deposit and, to the extent they are not required for immediate expenditure, temporarily invest moneys received from Participants or from such other sources on behalf of Participants. The deposit and investment of funds, if any, shall in all respects comply with the requirements of Sections 10 and 11 of the General Municipal Law and shall be held in the custody of the Administrative Agent on behalf of the Participants. Participants' moneys may be commingled and administered as a common fund in one or more accounts as determined by the Administrative Agent, provided that such moneys may not be commingled with other moneys or investments of the Administrative Agent;
- vii all moneys made available for expenditure hereunder shall be in the custody of the fiscal officer of the Administrative Agent, who shall provide for the custody, investment and disbursement of the funds received hereunder. Such fiscal officer is hereby authorized to make payments subject to audit by the auditing official or body of the Administrative Agent;
- viii unless otherwise determined by the Administrative Agent, the fiscal year for the administration of this Agreement shall be May 1 to April 30;
- ix to designate a representative of the Administrative Agent as Chairman of the SW CTP. Except as specifically required herein with respect to the custody of funds, the responsibility for the administration and management of this Agreement shall be delegated to such officers or employees of the Administrative Agent as the Board of Directors shall deem appropriate. The Administrative Agent shall enter into such contracts as it deems appropriate to assist in the administration and management of this Agreement;
- x to perform such studies and gather such information as it deems appropriate to accomplish the purposes of this Agreement; and
- xi to take all such other actions as may be reasonably necessary and appropriate to provide for the efficient administration and management of this Agreement.

b. The Parties agree that the Solicitation documents shall include a provision for, and that the Administrative Agent may enter into a separate written agreement with each Provider that includes terms providing for the payment by the Provider to the Administrative Agent a success fee per EV sold through the program offered as a result of the Solicitation. The Success Fees will vary per contract award.

7. AWARD OF CONTRACTS

a. The Participants may, at their discretion, enter into binding agreements, substantially in the form of the template documents developed by the Administrative Agent, with the Provider(s) recommended by the Administrative Agent, provided that each Participant determines to its satisfaction that the Provider(s) is/are responsible, and complies with each of the Participant's terms, conditions, and requirements. The Participants are under no obligation to enter in to any agreement with the Provider(s) recommended for selection through the Solicitation process.

b. Each Participant is responsible for meeting its individual legal, procedural, and other requirements for the award of any contracts as a result of the Solicitation, including, but not limited to, those requirements applicable to each Participant, if any, under applicable law, such as the General Municipal Law, the Public Authorities Law, the Energy Law, City Law, County Law, Town Law, Village Law, the State Finance Law, and its own internal policies, procedures and rules.

8. NON-EMPLOYEES OF PARTICIPANTS

The Administrative Agent's officers and employees who assist or participate in the administration and management of this Agreement shall solely by reason of such role, be deemed employees of any Participant. No Participant shall have any authority to engage the services of any person as an employee under this Agreement on behalf of the SW CTP. The Administrative Agent shall provide for all necessary services and materials for the administration and management of this Agreement, and the reasonable costs thereof shall be reimbursed by the Participants.

9. WAIVER OF CONFLICT RELATED TO PROFESSIONALS

Each Participant agrees that the services rendered to the SW CTP by any Professional shall not form the basis for any Participant to claim that such Professional is, or should or shall be, (a) conflicted out of performing services for any other Participant or entity, or (b) disqualified from or otherwise unfit to perform services for any other Participant or entity.

10. TERMINATION OF AGREEMENT

If for any reason, prior to the expiration of its term, the services described in this Agreement can no longer be performed or provided, the Administrative Agent, after consultation with the Board of Directors and with as much prior notice to the Participants as is practical, may in its discretion terminate this Agreement. Following termination under this paragraph, all moneys remaining after all liabilities have been satisfied shall be refunded to the Participants.

11. DISCLAIMER OF WARRANTIES

THE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT NO PARTY TO THIS AGREEMENT HAS MADE NOR HEREBY MAKES ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF ELECTRIC VEHICLES IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF THE PARTICIPANT, NOR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND NO PARTY TO THIS AGREEMENT SHALL BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO THE PARTICIPANT OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF ELECTRIC VEHICLES. All manufacturers', suppliers', or other warranties, if any, express or implied, with respect to EVs, which are negotiated by the Administrative Agent in connection with this Agreement, are hereby assigned to the respective Participant, and the Participant is hereby authorized to obtain the customary services furnished in connection with such warranties at the Participant's expense.

12. LIABILITY AND RELEASE

The Participants understand that this Agreement only affords a cooperative bidding service and that no Participant is in any way responsible for the sale or lease of EVs unless and until the Participant executes a transaction with a Provider. Each Participant hereby releases the Administrative Agent and all other Participants from any and all claims arising from or related to in any way its participation in this Agreement, except that the Administrative Agent shall be liable solely for negligence in connection with its custody of the Participant's funds in accordance with this Agreement.

13. ASSIGNMENT AND AMENDMENT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that no party may assign this Agreement or any of its rights or obligations hereunder. This Agreement may be amended only in writing agreed to by each of the Participants.

14. APPROVAL AND EXECUTION; WARRANTIES AND REPRESENTATIONS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be approved by each Participant's governing body in accordance with the requirements of law applicable to such Participant. By entering into this Agreement, each Participant warrants and represents that this Agreement is within its lawful powers, that this Agreement has been approved by its governing body in compliance with all applicable laws and procedures, that all necessary approvals necessary for execution, delivery and performance by such Participant have been obtained, that no litigation is pending or to its knowledge threatened

regarding its execution, delivery or performance of this Agreement, and that this Agreement is lawful and binding upon it in accordance with its terms.

15. DISPUTE RESOLUTION

Any dispute between or among the Participants arising from or related to this Agreement shall be determined by mediation and, if not successfully mediated, by arbitration. In either case, the proceedings shall be conducted in accordance with the applicable commercial mediation or arbitration rules of the American Arbitration Association, provided that any statutory notice of claim or statute of limitations provisions applicable to the Administrative Agent or to a Participant are also complied with. Unless otherwise agreed by the parties to any such dispute, the mediation and arbitration shall occur at a location within Westchester County reasonably specified by the Administrative Agent.

16. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The venue of any action or proceeding arising from or related to this Agreement shall be Westchester County, New York.

17. MISCELLANEOUS

- a. Each Participant represents and warrants that its governing body has duly authorized its entering into and performing the terms of this Agreement.
- b. Any notice or other communication given under the terms of this Agreement shall be in writing and delivered personally or mailed or delivered by facsimile (with copy delivered by mail) to the last known post office address or telefax number of the party. All notices shall be effective when delivered, deposited in the mail, or delivered by facsimile, whichever first occurs.
- c. Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by a court or administrative agency of competent jurisdiction, all other provisions shall continue in full force and effect.
- d. Paragraph headings have been provided for convenience of reference only and shall not control, affect the meaning of, or be used in the interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the undersigned.

Date: _____

"Participant"

By: _____
(Signature of Officer)

Its: _____
(Title of Officer)

Date: _____

Sustainable Westchester, Inc.
"Administrative Agent"

By: _____
(Signature of Officer)

Its: _____
(Title of Officer)

EXHIBIT A

RESOLUTION AUTHORIZING PARTICIPATION IN THE SUSTAINABLE WESTCHESTER CLEAN TRANSPORTATION PROGRAM

WHEREAS, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other,

WHEREAS, Section 119-n of the General Municipal Law defines the term "municipal corporation" for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district;

WHEREAS, the {Village}{Town} of is a "municipal corporation" as defined above;

WHEREAS, Electric Vehicles (EVs)...

- ... cost 50-70% less in fuel to operate than combustion engines;
- ... have 90% fewer parts and are less expensive to maintain;
- ... produce zero emissions and reduce local air pollution;
- ... dramatically decrease greenhouse gases;
- ... are growing worldwide at an annual rate of 70% per year; and

WHEREAS, this Board wishes for this municipal corporation to become or to remain a Participant pursuant to the Municipal Cooperation Agreement for the Sustainable Westchester Clean Transportation Program dated the ____ of _____, 2017(2018) (the "Agreement"), among municipal corporations collectively identified as the Sustainable Westchester Clean Transportation Program ("SW CTP") upon the terms of the Agreement;

NOW THEREFORE, BE IT RESOLVED that the Board hereby determines that it is in the interests of the {Village}{Town} of _____ (hereinafter "Participant") to participate in the SW CTP, and hereby authorizes and directs {name or title of representative} to sign the Agreement on Participant's behalf and further authorizes Participant's officers and employees to execute such other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution; and

BE IT FURTHER RESOLVED that the Participant agrees to participate in future municipal cooperative bids pursuant to the Agreement and subject to subsequent approval by this Board; and

BE IT FURTHER RESOLVED that the Participant authorizes the Administrative Agent (as defined in the Agreement), in accordance with the requirements of the General Municipal Law to prepare, disseminate and, if necessary or desirable, advertise, an Invitation to Bid (IFB) for fleet purchases of EVs and Request for Proposals (RFPs) containing appropriate details and bid specifications as the Administrative Agent deems appropriate to solicit offers from car dealers and manufacturers interested in offering EV purchase and/or lease solutions to Participant and its constituents, and comarketing the availability of such solutions with Participant, or to accept or reject any or all such bids; and

BE IT FURTHER RESOLVED that the actions of the Administrative Agent heretofore taken on behalf of the Participant in connection with the preparation and issuance of the Request for Proposals are hereby ratified and approved; and

BE IT FURTHER RESOLVED that the officers and employees of Participant are authorized to execute such other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

I certify that the foregoing resolution was duly adopted by the governing body named therein at a duly convened meeting thereof, held upon due notice and in accordance with all applicable laws, charters, by-laws and ordinances, including but not limited to the Open Meetings Law, as follows:

Date of Meeting: _____

**Sustainable Westchester 2018 Electric Vehicle (EV) & Plug-In Hybrid EVs
Aggregate Municipal Fleet EV Purchase Interest**

Electric Vehicles

Make and Model	All-Electric Range (miles)	Base MSRP	Fuel Economy (MPGe)	Federal Tax Credit	NY Rebate
Nissan LEAF (\$3k SW Fleet Discount Available)	150	\$29,990	112	\$7,500	\$1,700
Chevrolet Bolt EV	238	\$36,620	119	\$7,500	\$2,000
Volkswagen e-Golf - 2017	125	\$28,995	119	\$7,500	\$2,000
Ford Focus Electric	115	\$29,170	105	\$7,500	\$1,700
Mitsubishi i-MiEV	59	\$22,995	112	\$7,500	\$1,700
Kia Soul EV	93	\$33,950	105	\$7,500	\$1,700
Tesla Model 3	220-310	\$35,000	128	\$7,500	\$2,000
BMW i3 (\$10k SW Discount Available)	81-114	\$42,400	118-124	\$7,500	\$1,700

Bedford	Mamaroneck Town	Tarrytown
	2	

Plug-In Hybrid Electric Vehicles

Make and Model	All-Electric Range (miles)	Base MSRP	Fuel Economy (MPGe)	Federal Tax Credit	NY Rebate
Toyota Prius Prime	25	\$27,100	133	\$4,502	\$1,100
Chevrolet Volt	53	\$33,220	106	\$7,500	\$1,700
Chrysler Pacifica	33	\$41,995	84	\$7,500	\$1,100
Ford C-MAX Energi - 2017	20	\$27,120	95	\$4,007	\$1,100
Ford Fusion Energi - 2017, 2018	21	\$31,120	97	\$4,007	\$1,100
Audi A3 e-tron	16	\$38,900	83	\$4,502	\$500
BMW 330e iPerformance	14	\$44,100	71	\$4,001	\$500
BMW i3.Rex (\$10k SW Discount Available)	97	\$47,450	111	\$7,500	\$1,700
Cadillac ELR	40	\$65,000	85	\$7,500	\$500
Cadillac ELR Sport	36	\$65,000	80	\$7,500	\$500
Honda Clarity Plug-in Hybrid	47	\$33,400	110	\$7,500	\$1,700
Hyundai Sonata Plug-in Hybrid	27	\$34,600	99	\$4,919	\$1,100
Kia Optima Plug-in Hybrid	29	\$35,210	103	\$4,919	\$1,100
MINI Cooper S E Countryman ALL4	12	\$36,800	65	\$4,007	\$500

2		

Ford F-150/250 Plug-In Hybrid EV Pickup Truck *

Electric Van (up to 15 passengers, wheel chair capable) *

Electric Box Truck *

Electric BUS *

GREEN LANDSCAPING EQUIPMENT

EV-ARC Solar Powered EV Charging Station - FREE **

EV-Ride Share - FREE EV Charging Stations ***

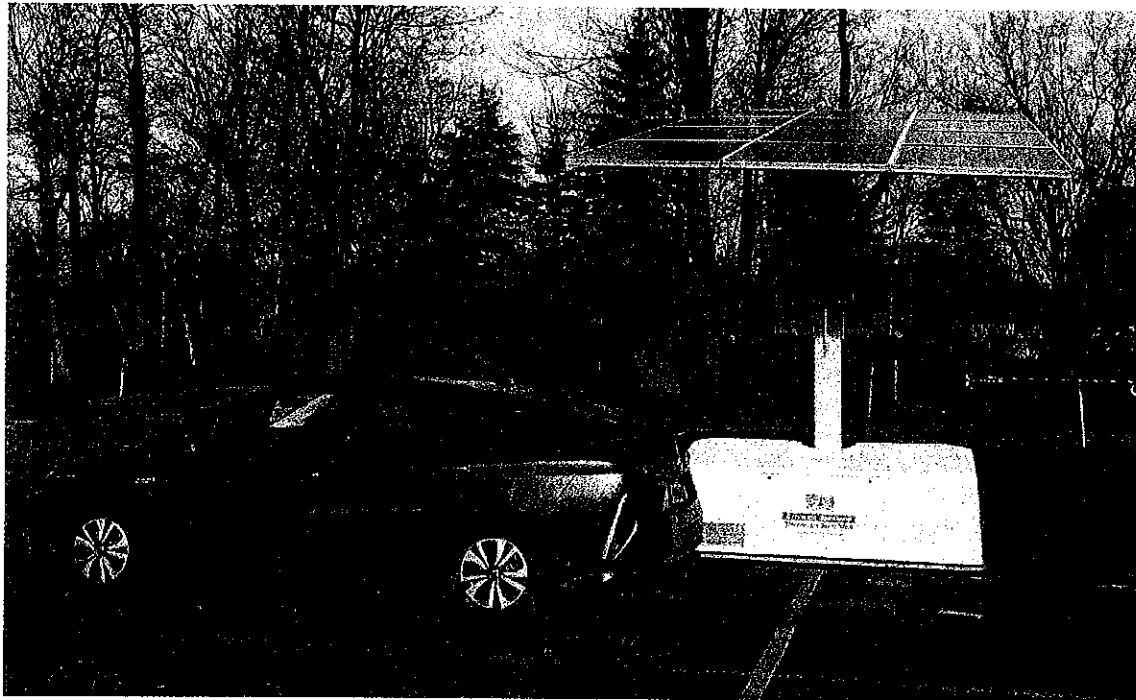
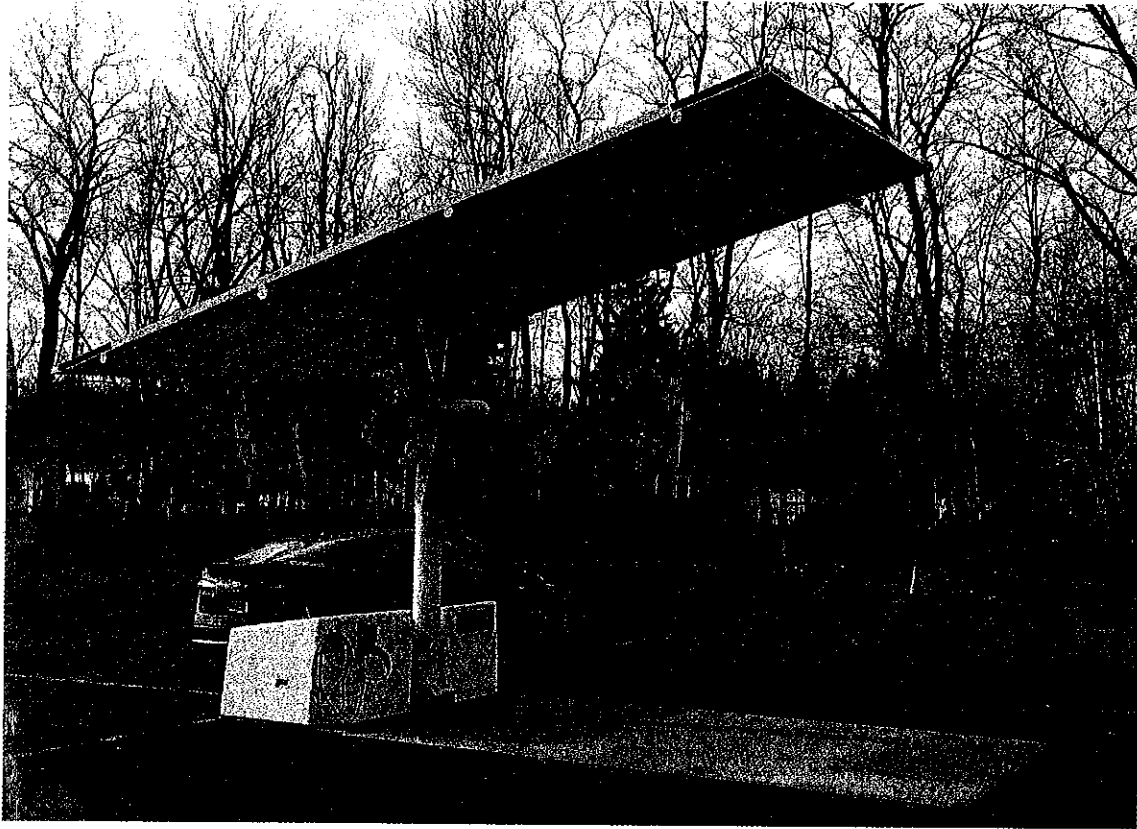
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* Contact Ron Kamen (Ron@EarthKindEnergy.com) to discuss your needs & timeline

* FREE with Advertising Agreement in high-visibility locations

* FREE with EV Ride-Sharing Agreement in suitable locations

NYS Department of Environmental Conservation
Reinstein Woods Environmental Center
Buffalo, NY - Dec 4, 2017



EV ARC™

ELECTRIC VEHICLE AUTONOMOUS RENEWABLE CHARGER

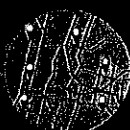


EV CHARGING DEPLOYED IN MINUTES
AND YOU WILL NEVER RECEIVE A UTILITY BILL

WHY THE EV ARC™?



No permitting or costly, time consuming construction



Transportable, deployed in minutes



Does not reduce parking



Charges multiple vehicles using the EV charger of your choice



Customizable charging configurations



Charges day, night and during blackouts



25% more electricity using patented tracking technology



Emergency power



Highly visible sustainability initiative



Outdoor advertising

LEAD THE WAY IN EV INFRASTRUCTURE

Our patented EV ARC™ is the world's only transportable, solar powered electric vehicle charging product. The system is completely grid independent, allowing easy and fast deployment in minutes with no construction necessary. Our technology can be utilized day or night, rain or shine. The unit's onboard battery storage provides a source of emergency power in the event of an electrical outage. Separate yourself from the ordinary and make your company stand out by joining New York City, Google, Caltrans and others who are already benefitting from the EV ARC™. Our technology provides 100% clean renewable electricity, allowing you to drive on nothing but sunshine.

